



This is a digital copy of a book that was preserved for generations on library shelves before it was carefully scanned by Google as part of a project to make the world's books discoverable online.

It has survived long enough for the copyright to expire and the book to enter the public domain. A public domain book is one that was never subject to copyright or whose legal copyright term has expired. Whether a book is in the public domain may vary country to country. Public domain books are our gateways to the past, representing a wealth of history, culture and knowledge that's often difficult to discover.

Marks, notations and other marginalia present in the original volume will appear in this file - a reminder of this book's long journey from the publisher to a library and finally to you.

Usage guidelines

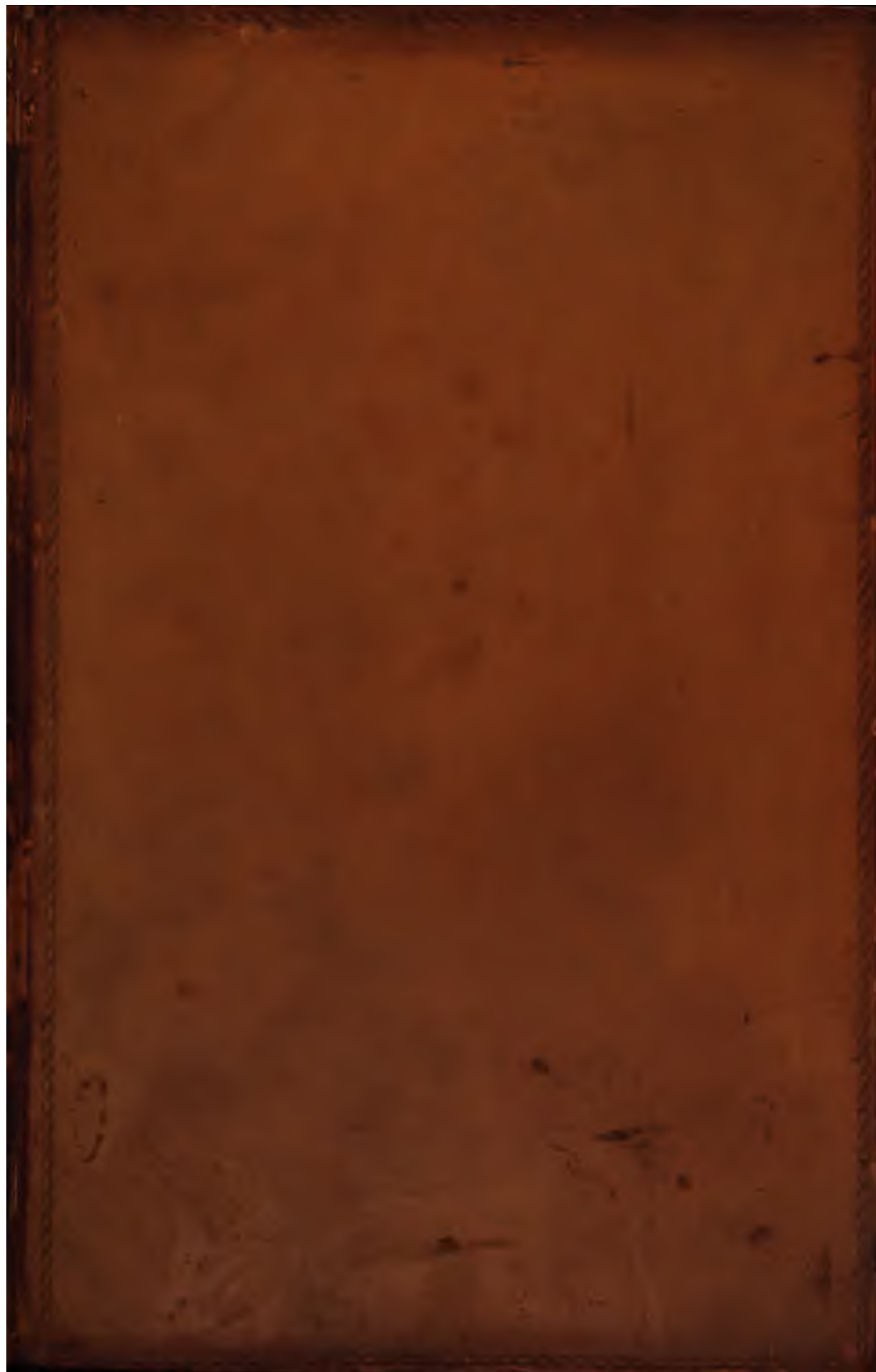
Google is proud to partner with libraries to digitize public domain materials and make them widely accessible. Public domain books belong to the public and we are merely their custodians. Nevertheless, this work is expensive, so in order to keep providing this resource, we have taken steps to prevent abuse by commercial parties, including placing technical restrictions on automated querying.

We also ask that you:

- + *Make non-commercial use of the files* We designed Google Book Search for use by individuals, and we request that you use these files for personal, non-commercial purposes.
- + *Refrain from automated querying* Do not send automated queries of any sort to Google's system: If you are conducting research on machine translation, optical character recognition or other areas where access to a large amount of text is helpful, please contact us. We encourage the use of public domain materials for these purposes and may be able to help.
- + *Maintain attribution* The Google "watermark" you see on each file is essential for informing people about this project and helping them find additional materials through Google Book Search. Please do not remove it.
- + *Keep it legal* Whatever your use, remember that you are responsible for ensuring that what you are doing is legal. Do not assume that just because we believe a book is in the public domain for users in the United States, that the work is also in the public domain for users in other countries. Whether a book is still in copyright varies from country to country, and we can't offer guidance on whether any specific use of any specific book is allowed. Please do not assume that a book's appearance in Google Book Search means it can be used in any manner anywhere in the world. Copyright infringement liability can be quite severe.

About Google Book Search

Google's mission is to organize the world's information and to make it universally accessible and useful. Google Book Search helps readers discover the world's books while helping authors and publishers reach new audiences. You can search through the full text of this book on the web at <http://books.google.com/>

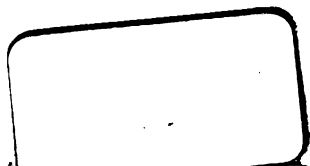


A. 20. Jur. 22.

CW .U .B .

X 540

C 955a 4



A
DIGEST
OF
The Laws of England
RESPECTING
REAL PROPERTY.

By WILLIAM CRUISE, Esq.

BARRISTER AT LAW.

THE FOURTH EDITION,
REVISED AND CONSIDERABLY ENLARGED,
By HENRY HOPLEY WHITE, Esq.

BARRISTER AT LAW, OF THE MIDDLE TEMPLE.

IN SEVEN VOLUMES.

VOLUME VII.

CONTAINING
APPENDIX AND INDEXES.

LONDON:
SAUNDERS AND BENNING, LAW BOOKSELLERS,
(SUCCESSORS TO J. BUTTERWORTH AND SON,)
43, FLEET STREET.

1835.



LONDON:
PRINTED BY STEWART AND CO.
• OLD BAILEY

C O N T E N T S

OF THE

SEVENTH VOLUME.

| | | | | | |
|---|---|---|---|---|------------|
| APPENDIX | - | - | - | - | Page 1 |
| Apportionment of Rents | - | - | - | - | <i>ib.</i> |
| Escheat and Forfeiture of Real and Personal Property held in Trust | - | - | - | - | 4 |
| Exchange of Lands lying in Common Fields | - | - | - | - | 6 |
| Tithes | - | - | - | - | 10 |
| Fines and Recoveries (<i>Ireland</i>) | - | - | - | - | 12 |
| Trust for the separate Use of a <i>Feme Coverte</i> restraining Anticipation | - | - | - | - | 15 |
| Recovery—Tenant to the <i>Præcipe</i> | - | - | - | - | 17 |
| General Orders relating to the Acknowledgment of Dispositions by Married Women under 3 & 4 W. 4. c. 74. | - | - | - | - | 19 |
| ERRATA ET CORRIGENDA | - | - | - | - | 27 |
| CHRONOLOGICAL TABLE OF STATUTES | - | - | - | - | 29 |
| NAMES OF CASES | - | - | - | - | 43 |
| GENERAL INDEX | - | - | - | - | 127 |

* * * Since the Appendix was printed, the Editor, through the kindness of Mr. BERE, the Counsel who made the application in the case of *ex-parte* Mary Gill, (1 Bing. N. S. p. 168.) noticed *infra*, pp. 14, 15. has been favoured with the sight of the affidavit made by Mary Gill: from this it appears that, by settlement made on her marriage with Hugh Gill, the estate was limited to her husband for life, with remainder to trustees during his life to preserve, with remainder to herself for life, with several remainders over. The Reporter, therefore, was mistaken in supposing Mary Gill's life estate contingent,—it was unquestionably vested, though reversionary. Leave was granted of course; the Court of C. P. could entertain no doubt under the circumstances of the application.

A DIGEST
OF
The Laws of England
RESPECTING
REAL PROPERTY.

APPENDIX.

APPORTIONMENT OF RENTS, &c.

THE subject of the apportionment of rents by statute is discussed in the third volume of this work. It is there stated that at common law, if a tenant for life died before the day on which the rent became due, where the lease determined by the death of the tenant for life, his executors could not claim an apportionment of the rent; nor could the remainder-man or reversioner claim that part of it which accrued during the life of the tenant for life: so that the tenant, as to that period of his tenancy, did not pay any thing. Tit. 28. ch. 3.
s. 44. p. 306.

The statute 11 Geo. 2. c. 19. s. 15. which was passed to remedy this defect is there cited: it gives the executors of any such tenant for life, dying on the day of payment, the whole, if before that day, a proportional part of the rent. Mr. Cruise then remarks, that the statute only extended to rents reserved on leases which determined by the death of the lessor; for where the lease did not determine on that event, the person in remainder or reversion became entitled to the whole rent, due from the day of payment preceding the death of the tenant for life. In section 47 the editor observed, that it did not seem settled, whether the provisions of the above statute 11 Geo. 2. c. 19. extended to a lease not pursuant to the enabling statute, made by tenant in tail, and that the cases, which 11 Geo. 2. c. 19.
s. 15.
s. 46.

bear upon the point, have arisen between the executors of the tenant in tail and the remainder-man, and not between the tenant in tail and the lessee; and that all the cases appeared to have turned upon the fact of actual payment of the rent by the lessee to the remainder-man. The reader is referred to the cases there cited (pp. 307—310.)

4 & 5 Will. 4.
c. 22.

The recent statute 4 & 5 Will. 4. c. 22. (a) was passed to obviate the doubts which had existed respecting the statute 11 Geo. 2.; and to which in the preamble it refers in the following words: "Whereas doubts have been entertained whether the provisions of the recited act apply to every case in which the interests of tenants determine on the death of the person, by whom such interests have been created, and on the death of any life or lives, for which such person was entitled to the lands demised, although every such case is within the mischief intended to have been remedied and prevented by the said act, and it is therefore desirable that such doubts should be removed by a declaratory law; and whereas by law, rents, annuities and other payments, due at fixed or stated periods, are not apportionable (unless express provision be made for the purpose) from which it often happens that persons (and their representatives) whose income is wholly or principally derived from these sources, by the determination thereof, before the period of payment arrives, are deprived of means to satisfy just demands, and other evils arise from such rents, annuities, and other payments not being apportionable, which evils require remedy." The act then proceeds to enact, that rents reserved and made payable on any demise or lease of lands, tenements, or hereditaments, which have been and shall be made, and which leases or demises determined, or shall determine on the death of the person making the same, (although such person was not strictly tenant for life thereof) or, on the death of the life or lives for which such person was entitled to such hereditaments, shall, so far as respects the rents reserved by such leases, and the recovery of a proportion thereof by the person granting the same, his, or her executors, or administrators (as the case may be) be considered as within the provisions of the said recited act.

Rents reserved on leases determining on the death of the person making them (though not strictly tenant for life) or on the death of the tenant *pur autre vie*, to be considered as within the provisions of the recited act.

(a) This and the following acts, cited in the Appendix, were passed subsequently to the printing of the fifth volume of this work.

Section 2 enacts, that from and after the passing of the act all rents service reserved on any lease by a tenant in fee, or for any life interest, or by any lease granted under any power, (and which leases shall have been granted after the passing of the act) and all rents charge and other rents, annuities, pensions, dividends, moduses, compositions, and all other payments of every description in the united kingdom of Great Britain and Ireland, made payable, or coming due at fixed periods under any instrument that shall be executed after the passing of the act, or (being a will or testamentary instrument) that shall come into operation after the passing of the act, shall be apportioned so and in such manner, that on the death of any person interested in any such rents, annuities, pensions, dividends, moduses, compositions, or other payments as aforesaid, or in the estate, fund, office, or benefice from, or in respect of which the same shall be issuing or derived, or on the determination by any other means whatsoever of the interest of any such person, he or she, and his or her executors, administrators, or assigns, shall be entitled to a proportion of such rents, annuities, pensions, dividends, moduses, compositions, and other payments, according to the time which shall have elapsed from the commencement or last period of payment thereof respectively, (as the case may be) including the day of the death of such person, or of the determination of his or her interest, all just allowances and deductions in respect of charges on such rents, annuities, pensions, dividends, moduses, compositions, and other payments being made; and that every such person, his or her executors, administrators, and assigns, shall have such and the same remedies at law, and in equity, for recovering such apportioned parts of the said rents, annuities, pensions, dividends, moduses, compositions, and other payments, when the entire portion, of which such apportioned parts shall form part, shall become due and payable, and not before, as he, she, or they would have had for recovering and obtaining such entire rents, annuities, pensions, dividends, moduses, compositions, and other payments, if entitled thereto; but so that persons liable to pay rents reserved by any lease or demise, and the lands, tenements, and hereditaments, comprised therein, shall not be resorted to for such apportioned parts specifically, as aforesaid, but the entire rents of which such portions shall form a part, shall be received and recovered by the person or persons, who, if

All rents, annuities and other payments coming due at fixed periods to be apportioned.

Subject to all just deductions.

Remedies for obtaining the apportioned parts.

the act had not passed, would have been entitled to such entire rents; and such portions shall be recoverable from such person or persons by the parties entitled to the same under the act, in any action or suit at law, or in equity.

Act not to apply to certain cases.

The third section provides, that the provisions in the act contained, shall not apply to any case in which it shall be expressly stipulated that no apportionment shall take place, or to annual sums made payable in policies of assurance of any description.

ESCHEAT AND FORFEITURE OF REAL AND PERSONAL PROPERTY HELD IN TRUST.

Vol. I. pp. 412.
447-8. Vol. III.
pp. 402. &c.
417-419.

The reader is referred to former pages of the present work, for some observations respecting the forfeiture and escheat of trust property, through the attainder for felony or treason of the trustee, or his dying without heirs. The recent statute 4 & 5 Will 4. c. 23. was passed to amend the laws on those subjects. It recites, that whereas great inconvenience has been found to result to persons beneficially entitled to real or personal property, by the escheating or forfeiture thereof to his Majesty, to corporations, to lords of manors, and others, in consequence of the death without heirs, or the conviction for treason or felony of a trustee, in whom or in whose name the same is vested, and that it was expedient that the same should be remedied.

4 & 5 Will. 4.
c. 23.

If trustee or mortgagee of any land die without an heir, the Court of Chancery may appoint a person to convey.

After fixing the sense to be attached to various words in the act, the second section enacts, that where any person seised of any land, upon any trust or by way of mortgage, dies without an heir, it shall be lawful for the Court of Chancery to appoint a person to convey such land in like manner as is provided by statute 11 Geo. 4. and 1 Will. 4. c. 60.; (a) in case such trustee or mortgagee had left an heir, and it was not known who was such heir, and such conveyance shall be as effectual as if there was such heir.

Lands, &c. vested in any trustee shall not be escheated by reason of the attainder or conviction of such trustee.

By section 3 it is enacted, that no lands, chattels, or stock, vested in any person upon any trust, or by way of mortgage, or any profits thereof, shall escheat or be forfeited to his Majesty,

(a) The reader will find the clauses in the act, referred to in Vol. IV. p. 18. s. 29. and note (a). In re Goddard, 1 Myl. & K. 25. Vol. V. p. 119. s. 20.

his heirs, or successors, or to any corporation, lord of a manor, or other person, by reason of the attainder or conviction for any offence of such trustee or mortgagee, but shall remain in such trustee or mortgagee, or survive to his co-trustee, or descend or vest in his representative, as if no such attainder or conviction had taken place.

By section 4 it is enacted, that the several provisions of the act shall extend to every case of a trustee having some beneficial estate or interest in the same subject, or some duty as trustee to perform, and also to every case of a trust arising or resulting by implication of law or by construction of equity.

To whom and to what cases the provisions of the act shall extend.

By section 5 it is enacted, that nothing therein contained shall prevent the escheat or forfeiture of any land, chattels, or stock, vested in any such trustee or mortgagee, so far as relates to any beneficial interest therein of any such trustee or mortgagee, but such land, chattels, or stock, so far as relates to any such beneficial interest, shall be recoverable in the same manner as if the act had not passed.

The act not to prevent the escheat of any beneficial interest.

Section 6, after declaring that it is expedient to relieve persons beneficially entitled to real or personal property, which has already escheated or become forfeited to his Majesty, to corporations, to lords of manors, or others by any of the means aforesaid, enacts, that in all cases where before the passing of the act, any person possessed of, or entitled to any land, chattels, or stock, or any right to or interest in any land, chattels, or stock, as a trustee thereof, either in whole or in part, or jointly with some other trustee or trustees, shall have died without an heir, or shall have been convicted of any offence, whereby the said land, chattels, or stock, or any of them have escheated, or been forfeited, or have become subject to any escheat or forfeiture, then and in every or any such case the said land, chattels, or stock, or the right thereto or interest therein, which hath escheated or been forfeited, or become subject to escheat or forfeiture by reason thereof, shall be subject to the order, control, and disposition of the Court of Chancery, for the use of the party beneficially interested therein, in such manner and subject in all respects to such rights and incidents, and to such orders and regulations of the said Court, under the provisions of the said act of the 11th year of King George the Fourth, and of the first year of his present Majesty, as if such person so dead

Where any person possessing lands, &c., as a trustee shall have died without heirs, or have been convicted before the passing of the act, the lands, &c. shall become subject to the control of the Court of Chancery.

Proviso.

without an heir, or so convicted as aforesaid, were out of the jurisdiction of, or not amenable to the process of the said Court, without having been so convicted. And it was thereby provided that nothing in the said sixth clause contained, shall extend to any land, chattels, or stock, at the time of the passing of the act vested in any person by virtue of any grant thereof made, subsequently to the time when such escheat or forfeiture first occurred, or to any lands, chattels, or stock, which more than twenty years prior to the passing of the act shall have been actually vested in possession or reduced into possession by the party entitled thereto, by virtue of any such escheat or forfeiture.



EXCHANGE OF LANDS LYING IN COMMON FIELDS.

4 & 5 Will. 4.
c. 30.

In Vol. III. pp. 80-81. and Vol. V. p. 5. some observations will be found upon the subject of enclosure of common lands, and to which the reader is referred. The object of the recent statute 4 & 5 Will. 4. c. 30. is to facilitate exchanges of pieces of land lying intermixed, and dispersed in common fields, meadows, and pastures, for other pieces of land, either lying therein, or being part of the enclosed lands in the same or any adjoining parish.

1 Prest. Ab.
162.

In the general inclosure act, 41 Geo. 3. c. 109. there is a provision (s. 15.) authorising the commissioners to allot by way of exchange, any lands, &c., new allotments or old enclosures in one parish, in lieu of other lands, &c., new allotments or old enclosures within the same parish, or other adjoining parishes or places, so that such exchanges were made with the consent of the owners or other persons therein specified, and, if the lands &c. were held in right of any church, or other ecclesiastical benefice, with the consent of the patron and bishop of the diocese. But the act does not contain any provision for communicating to the lands received in exchange, the title which governed the lands given in exchange. Such a clause is usually introduced into local inclosure acts, by means of which, as a learned author justly observes, a change of *land* is effected between the exchanging parties, but not a change of *title*. Where

this clause was wanting it has been the general practice to investigate the title both of the lands given and the lands taken in exchange, frequently involving vendors whose titles are so circumstanced in great difficulty and expense. The recent statute 4 & 5 Will. 4. c. 30. which extends to England and Wales, (s. 28.) remedies the evil above alluded to, and by section 24 enacts that from and immediately after any such deed of exchange as thereinbefore mentioned, shall have been duly executed by the necessary parties; the land, which by such deed is given in exchange, shall be exonerated and discharged from the uses, trusts, powers, conditions, limitations, and restrictions, charges and incumbrances then affecting the same, and shall be and become subject to such and the same uses, trusts, powers, conditions, limitations, and restrictions, charges and incumbrances, as affected the land taken in exchange at the same date; and the land so taken in exchange shall be exonerated and discharged from all uses, trusts, powers, conditions, limitations and restrictions, charges and incumbrances then affecting the same, and shall be and become subject to such and the same uses, trusts, powers, conditions, limitations and restrictions, charges and incumbrances, as affected the lands given in exchange at the same time.

4 & 5 Will. 4.
c. 30.

Lands given in exchange to be exonerated from the uses affecting them at the time, and to become subject to such uses as affected the lands taken.

And by section 25, it is enacted that no person to whom any land shall have been granted or conveyed in exchange, according to the provisions of the act, shall at any time thereafter be evicted from the peaceable and quiet possession of such land, by reason or in consequence of any person claiming right thereto, through any title prior to that of, or through any defect of title in, the person by whom such land may have been granted or conveyed; but nevertheless, it shall be lawful for the person claiming such right; and he is thereby authorized and empowered to use, exercise, and enjoy all such, and the same powers and remedies in trying his right to, and in obtaining and recovering possession of, the land, which shall have been granted or conveyed in exchange, as the person so claiming would, in case the act had not been made, have been enabled to use, exercise, or enjoy, in trying the right to, and recovering the possession of the land, in exchange for which, the same shall have been so granted or conveyed under the authority of the act.

After exchange party not to be evicted.

Doubts have been entertained, whether the exchange clause

in the general inclosure act authorised the exchange of freehold for copyhold; but now by the glossary clause, (27) of the recent statute, the word "land" is made to extend to every species of land of every tenure.

Proprietors of lands in common fields may exchange the same.

By section 1, it is enacted, that from and after the passing of the act, it shall be lawful for any person who shall be seised or possessed of, or entitled in possession to, any land, in any common field, as tenant in fee simple, or in fee tail, general or special, or for life or lives, or by the curtesy of England, or for any other estate of freehold, or for years, determinable on any life or lives, or for any term of years, whereof one hundred years shall be unexpired, and for the guardian, trustee, feoffee, for charitable or other uses, husband or committee, of such person, who, at the time of making any exchange authorised by the act, shall be an infant, idiot, lunatic, or feme covert, or under any other disability, by such deed, and with such consent as thereafter mentioned, to grant and convey such land, or any part thereof, to any other person in lieu of, and in exchange for any other land, whether lying in the same or any other common field, or for any inclosed land lying within the same, or any adjoining parish, and to accept and take from such other person any land in lieu of, and in exchange for the land, in such common field.

All persons enabled to give land in exchange for such common field land.

By section 2, it is enacted, that it shall be lawful for any person who shall be seised, or possessed of, or entitled in possession to any land, which it may be desirable to exchange for the land in such common field, whether such person shall be tenant in fee simple or in fee tail, general or special, or for life or lives, or by the curtesy of England, or for any other estate of freehold, or for years, determinable on any life or lives, or for any term of years, whereof one hundred years shall be unexpired, and for the guardian, trustee, feoffee, for charitable or other uses, husband or committee, of such person who shall be an infant, idiot, lunatic, or feme covert, or under any other disability, to consent and agree to such exchange, and to grant and convey such land to the person proposing to make such exchange, in lieu of, and in exchange for the land lying in such common field, subject to the provisions thereafter contained.

Land given in exchange by persons having limited interests to be of equal

By section 3, it is provided, that when any such exchange shall be made by any person having a less estate or interest than in fee simple in the land, to be by him granted or conveyed in

exchange, or shall be made by any person under any disability, the land to be so taken in exchange, shall at the time of making such exchange be, or shall by the payment of a sufficient sum for equality of exchange, be made, of equal value with, or not of less value than, the land to be granted or conveyed in exchange.

value with lands taken.

By section 4, it is enacted, that whenever any exchange shall be proposed to be made under the authority of the act, and either of the parties thereto shall have a less estate or interest in the land to be by him granted or conveyed in exchange than a fee simple, or shall be under any disability, such exchange shall not be completed, unless the person to whom the next immediate vested estate of freehold in remainder or reversion shall have been limited (provided such person shall be of the full age of twenty-one years, and being a female, shall be unmarried,) shall consent thereto, and shall testify such consent by signing the draft deed of exchange thereafter mentioned, and such consent shall be sufficient for the purpose of authorising such exchange, notwithstanding the person giving the same, may have an equitable estate only in the land intended to be conveyed in exchange, or may have previously disposed of, or charged, or incumbered his reversionary estate therein. And it is thereby provided, that if the person to whom such next immediate vested estate in remainder or reversion may have been limited, shall, at the time of such exchange, happen to be an infant or feme covert, or an idiot or lunatic, then and in such case it shall be lawful for the guardian, or husband, or committee of such infant, feme covert, idiot or lunatic, (such guardian, husband, or committee, not being himself the person by whom the exchange is proposed to be made) to consent to such exchange, and to sign the draft deed of exchange, in his or her stead; provided that whenever the guardian, or husband, or committee of such infant, feme covert, idiot or lunatic, shall himself be the person by whom such exchange is proposed to be made, then and in such case it shall be lawful for the Court of Chancery, upon petition to be preferred to the said court in a summary way, to appoint a person to act as protector to such infant, feme covert, idiot or lunatic, for the purposes of the act; and if he shall think fit so to do, to consent to such exchange, and to sign the draft deed of exchange in the stead of such infant, feme

If exchange made by any person having only a limited interest, or being under disability the consent of the person next in remainder to be obtained.

In case the person next in remainder should be an infant, &c.

covert, idiot or lunatic, or of his or her guardian, husband, or committee.

The 5th section declares what consent shall be requisite to effectuate any exchange of lands held in right of any ecclesiastical benefice.

The following sections, 6 to 11 inclusive, provide for the execution of the deeds of exchange and their registration.

And sections 12 to 22 inclusive, relate to the depositing of the deed of exchange with the Clerk of the Peace, and the course of procedure requisite in case objections are made to the deed.

Section 23. It is to be inferred from the marginal note, that this section was intended to provide for the application of money paid for equality of exchange, where the party entitled to receive it is *under disability*: but through the omission of some essential words, after the clause within a parenthesis, and to follow the word "be," the whole section of the act is unintelligible. The clause, as it now stands, absurdly directs that the *party*, instead of the *money* (if exceeding twenty pounds), shall be paid with all convenient speed into the Bank of England.

It would seem, that the above mistake will materially curtail the beneficial operation of the act, in all cases where money is to be paid for equality of exchange to persons incapable of giving a discharge, by reason of the disabilities of infancy, lunacy, idiotcy, or coverture.

It is much to be regretted that similar mistakes do not unfrequently occur in modern acts of parliament.

Section 24 contains the general saving clause; and section 27 is the glossary clause, declaring the meaning to be assigned to words occurring in the act, particularly the words "person," "benefice," and "land."



TITHES.

In Vol. III. pp. 51, 52, the leading enactments are noticed of the stat. 2 & 3 Will. 4. c. 100. for shortening the time required in claims of *modus decimandi*, or exemption from or discharge of tithes. That act has been amended by the recent statute

4 & 5 Will. 4. c. 83. the preamble of which, states the necessity for the amendment. After reciting that certain provisions were made by the former act, limiting the period within which, in cases of claims of a *modus decimandi*, the payment or render of such modus, and in cases of claims of or to any exemption from, or discharge of tithes, by composition real or otherwise, the enjoyment of the land without payment or render of tithes or money, or other matter in lieu thereof, should be shown to have taken place. And further reciting that it was by the said act further enacted, that nothing therein contained should be prejudicial or available, to or for any plaintiff or defendant in any suit or action relative to any of the matters therein mentioned, then commenced or which might be thereafter commenced during the then session of Parliament, or within one year from the end thereof: and that since the passing of the said act, a great number of suits had been instituted for the recovery of tithes, under the apprehension on the part of the plaintiffs, that they would be precluded by the said act from recovering the tithes to which they claimed to be entitled, unless they prosecuted their claims within the periods limited by the said act; and further stating that it was deemed advisable to enable the defendants in such suits, to cause all further proceedings therein to be suspended until the end of the then next session of Parliament, upon the terms thereafter expressed. It was enacted, that from and after the passing of the act, it shall be lawful for the defendant, in any action or suit which may have been commenced or instituted since the passing of the act for the recovery of tithes or for invalidating claims of a *modus decimandi*, or an exemption from or discharge of tithes for lands, in respect whereof, no tithes, nor any composition in lieu thereof, shall have been actually rendered or paid within the space of sixty years previous to the passing of the act, with the consent of the plaintiff in such action or suit, to pay the amount of the costs and expenses, (to be taxed as between party and party) which may have been incurred on the part of the plaintiff into the Bank of England, in the name and with the privity of the Accountant General of the Court of Chancery or Exchequer, or of the proper officer of the Court in which such action or suit shall have been brought, and where such costs and expenses shall be so paid into Court, all further proceedings (except as

4 & 5 Will. 4.
c. 83.

Proceedings
stayed on de-
fendants paying
costs into court.

after provided) shall be stayed until the end of the then next session of Parliament.

Plaintiff to give notice to defendant of his intention to proceed.

Section 2. enacts that after the end of the then next session of Parliament, it shall be lawful for the plaintiff, in any action or suit, in which the defendant shall have caused the proceedings to be stayed, under the provision thereinbefore contained, to give notice to the defendant of his intention to proceed in such action or suit, and to proceed therewith accordingly; and in every such case the defendant shall, immediately after such notice so given, be entitled to receive out of Court, the sum which such defendant shall have previously paid into Court on account of the costs of the plaintiff.

Section 3 provides that if the plaintiff accepts the costs, all proceedings shall be abandoned.

Section 4 extends the former provisions to the successors, heirs, executors, administrators, or assigns of any plaintiff, whose action or suit may be so stayed.

Section 5 provides that the Judges may upon sufficient cause shown, permit actions to be proceeded with.

Section 6 provides, that nothing in the act contained shall prevent the prosecution of any suit in law or equity for the recovery of tithes claimed or demanded previous to the passing of the said recited act, or for the recovery of the value thereof.

FINES AND RECOVERIES. (*Ireland.*)

4 & 5 Will. 4. c. 92.

Since the fifth volume of this work was printed the statute 4 & 5 Will. 4. c. 92. has been passed, for abolishing fines and recoveries in Ireland, and for the substitution of more simple modes of assurance. The stat. 3 & 4 Will. 4. c. 74. as observed in Vol. V. p. 63, did not extend to Ireland, except in some particulars there noticed. With a few alterations, the Irish is an echo of the English act, with the omission of those clauses in the latter which are not applicable to Ireland; such as those which relate to lands held by the tenure of ancient demesne (ss. 4, 5, 6.) and to copyholds (ss. 50, 51, 52, 53, 54. 66. 76. 90.), which tenures have no existence in Ireland.

A doubt has been entertained in reference to the statute

3 & 4 Will. 4. c. 74., whether by virtue of s. 77. a married woman trustee can "*disclaim*," by a disposition duly acknowledged according to the act: and the Editor ventured to express his opinion in a former volume (IV. p. 19. note), that she might; and his reason for that opinion was, that although there might not be words in the clause, which technically and strictly applied to the interest of the *feme covert* trustee, which, until the trust is accepted, is a potential rather than an actual "estate," yet that it would be in entire accordance with the spirit and intent of the act, to construe a disclaimer within the operation of the clause, as the act is intended to substitute assurances for fines and recoveries; and before the act a feme covert trustee might have disclaimed by fine. And by the glossary clause, s. 1. the word "*estate*" extends to any "*interest*" in, upon, or affecting lands, either at law or in equity. With respect to Ireland, this question is obviated by the introduction of the word "*disclaim*" into section 68., which corresponds with section 77 of the English act.

The clauses relating to "money land" and to bankruptcy, which in the English act are made applicable to Ireland, are re-enacted in the Irish act.

Section 22 is a new and important clause, not in the English Sec. 22. act. It empowers persons to dispose of contingent estates and interests in lands by any assurance, whether by deed or will or other instrument, by which they might dispose of the estate or interest if vested. The following are the words of the clause: "That from the 31st October, 1834, it shall be lawful for any person, either before or after he shall become entitled in any manner, except as expectant heir of a living person, or as expectant heir of the body of a living person, to an estate in lands, not being a vested estate, and whether he be or be not ascertained as the person, or one of the persons, in whom the same may become vested, to dispose of such lands, for the whole or any part of such estate therein, by any assurance, whether deed, will, or any other instrument, by which he could have made such disposition, if such estate were a vested estate in possession: provided nevertheless that no such disposition shall be valid or have any effect, where the person making the same, shall not, at the time of the disposition, have become entitled to such estate, unless the deed, will, or other instrument, by virtue

of which he may become entitled, be existing and in operation at the time of the disposition."

It has been considered doubtful whether, under the English act, a feme covert could, by deed, dispose of contingent estates and interests.

Court of Common Pleas in the case of a husband being lunatic, &c., may dispense with his concurrence, except where the Lord Chancellor or other persons intrusted with lunatics, or the Court of Chancery shall be the protector of a settlement in lieu of the husband.

The recent decision of *ex parte* Mary Gill, 1 Bing. N. S. 168., in the C. B., would, if law, seem to remove this doubt. In that case, upon an affidavit that the husband of the applicant had absconded in 1831, after committing an act of bankruptcy, had never been heard of since, but was believed to be in America, leave was obtained, under the 3 & 4 Will. 4. c. 74. ss. 77. 91., to pass her contingent life interest in certain freehold property. By section 91. it is enacted, that if a husband shall, in consequence of being a lunatic, idiot, or of unsound mind, and whether he shall have been found such by inquisition or not, or shall from any other cause be incapable of executing a deed, or of making a surrender of lands held by copy of court-roll, or if his residence shall not be known, or he shall be in prison, or shall be living apart from his wife, either by mutual consent or by sentence of divorce, or in consequence of his being transported beyond the seas, or from any other cause whatsoever, it shall be lawful for the Court of Common Pleas at Westminster, by an order to be made in a summary way, upon the application of the wife, and upon such evidence as to the said Court shall seem meet, to dispense with the concurrence of the husband in any case in which his concurrence is required by the act or otherwise; and all acts, deeds, or surrenders, to be done, executed, or made by the wife, in pursuance of such order, in regard to lands of any tenure, or in regard to money subject to be invested in the purchase of lands, shall be done, executed, or made by her in the same manner as if she were a feme sole; and when done, executed, or made by her, shall (but without prejudice to the rights of the husband, as then existing independently of this act) be as good and valid as they would have been if the husband had concurred. And it was thereby provided, that that clause shall not extend to the case of a married woman, where, under the act, the Lord Chancellor, Lord Keeper, or Lords Commissioners for the custody of the great seal, or other the person or persons intrusted with the care and commitment of the custody of the persons and estates of persons found lunatic, idiot,

and of unsound mind, or his Majesty's High Court of Chancery, shall be the protector of a settlement in lieu of her husband.

Section 77 of the act will be found, Vol. IV. pp. 18, 19. That section authorises a married woman in conformity with the provisions of the act, to dispose of any estate in lands as fully as she could do if she were a feme sole. As a feme sole, independently of the act, she could not at law by deed have conveyed a contingent interest; but it would seem that the Court of C. B. was of opinion that the act authorises such a disposition.

Vide supra,
Vol. VI. tit.
38. c. 20. note
to s. 51.

As the application in the above case was *ex parte*, most probably the point was not pressed upon the attention of the Court, otherwise it is conceived it would have come to a different determination. (a)

TRUST FOR THE SEPARATE USE OF A FEME COVERTE RESTRAINING ANTICIPATION.

A question has arisen whether the 77th section of the stat. 3 & 4 Will. 4. c. 74., will enable a *fême coverte*, with the concurrence of her husband, to convey or defeat her interest in real estate, settled to her separate use, in the usual form, restraining anticipation during coverture.

This provision for the protection of married women originated with Lord Thurlow in *Miss Watson's case*, (18 Ves. 434.) and has ever since been fully recognised by the succeeding Judges in courts of equity, (2 Mer. 487, 488). The decisions of the present Chancellor (*Woodmeston v. Walker*, and *Brown v. Pocock*, 2 Rus. & Myl. 204—212) and Vice-Chancellor, (*Newton v. Reid*, 4 Sim. 141.), which show that the restraint is not effectual in the case of a *fême sole*, even as a provision for future marriage, generally, proceed upon, and fully confirm the distinction between that case, and the provisions made for coverture actually existing, or in immediate contemplation.

The whole system both of private settlements, and still more of settlements by the Court of Chancery on its wards, proceeds upon the assumption that such restraint upon alienation is effectual; and the consequences would indeed be serious, if, by a side wind, the late act were allowed to subvert it. But it is conceived that the act will have no such operation.

(a) See the observations on section 77 of the above act, in page 16 *infra*.

The interest which a *fême couverte* derives from this trust of real estate for her separate use, is of a very peculiar nature; it is constructed by equity for an especial purpose; and it may be considered as conferring upon her a right to receive the rents and profits accruing *de anno, in annum*; as being, in effect, not in her, until the yearly or other period of payment arrives; so that unless the assurances, under the recent statute, operate by estoppel, (which it seems clear they do not) it may be thought that on this ground alone, she would be disabled from passing more than the rent actually due.

But the answer which more directly negatives the construction now under consideration, is that the power of alienation conferred on a married woman by the 77th section, is given by express reference to that which was possessed by a *fême sole* at the passing of the act: the words of the act are "as fully and effectually as she could do, if she were a *fême sole*." There is a parallelism (so to speak) established by the act, a conformity of ownership recognised, between the *fême couverte* and the *fême sole*; and a co-extensive power of alienation thereby conferred upon the former, in reference to that enjoyed by the latter, independently of the act. The obvious inference, therefore, is, that the legislature never intended to include an interest, which a *fême sole* can never have; an interest conferred by the trust for separate use, with a restraint upon alienation *during coverture*; an interest confessedly *sui generis*, which equity has constructed for the protection of a *fême couverte* only.

The general scope of the act is also to be considered: it professes to provide a substitute for fines and recoveries: and it is quite clear that the power of alienation, supposed to result from the extensive wording of the 77th section, could not previously have been attained through the medium of a fine or recovery. It may be further urged in objection to this construction of the section, that, if it empowers the husband and wife to dispense with the restraint upon alienation, that uniformity will be henceforth destroyed, which has hitherto regulated the administration of equitable jurisdiction, regarding trusts for the separate use of married women. For as the act applies to dispositions of *real* estate only, the law, as to personalty, remains unaltered; so that the restraint upon alienation during *coverture*, which, when affecting the latter description of property, would be enforced in

equity, might, when applied to the former, through the medium of the act, be rendered nugatory: and thus in the administration of the same identical trust, one law would be established for real, and another for personal estate.

The serious consequences which would result, from the adoption of such a construction of the 77th section of the act, as that above noticed, must serve as the Editor's apology for this prolonged discussion, which he now dismisses with the hope, if not with the conviction, that the construction suggested will not meet with any countenance from the profession or the bench.

RECOVERY—*Tenant to the Præcipe.*

It has long been an unsettled point whether the tenant to the *præcipe* in a prior recovery, defective on account of the actual freehold being outstanding, was a necessary party in a new recovery, either as being himself the tenant to the *præcipe* in such new recovery, or as concurring in the conveyance to a new tenant. The reader will find the subject discussed by Mr. Preston, in his *Treatise on Conveyancing*, vol. i. p. 90. *et seq.* He there observes (p. 92.) "But whenever it shall be necessary to support a title, on an adverse litigation, merely on account of the want of such conveyance, it may be contended, (and it would seem with great chance of success) that the former recovery was good, as between the parties; that the estate conveyed to the tenant was drawn out of him, by the operation of the recovery; and that the declaration of the uses governs the legal title as between the parties."

This reasoning was adopted by Sir L. Shadwell, V. C. in a recent case. There estates in Kent had been conveyed unto and to the use of Thomas Charlton and John Charlton, and the heirs and assigns of Thomas; nevertheless as to the estate of John in trust for Thomas, his heirs and assigns. Thomas, by will in 1791, devised his real estates to his son Thomas in tail, and died in 1793. In 1800, Thomas, the son, (without the concurrence of John Charlton, the trustee, who was then living) conveyed the estates to Robert Debary, in fee to make him tenant to the *præcipe*, for suffering a recovery to enure to the use of Thomas,

In re Debary,
5 Sim. 283.

the son, in fee. Thomas afterwards sold portions of the estates. Richard Debary died in 1826, intestate, leaving four infant sons his co-heirs in gavelkind. Objections having been taken by the purchasers to the recovery in 1808, it was proposed that a new recovery should be suffered by Thomas, the son, (John, the trustee, being then dead.) On a petition by Thomas, the son, and the purchasers under the 11 Geo. 4. & 1 Will. 4. c. 60. a reference was made to the Master to enquire whether the sons of Debary were infant trustees under the Act, who certified his opinion in the negative. Upon a further petition the Vice-Chancellor concurred with the Master, and declared that no legal estate was vested in the infant co-heirs of Richard Debary, and refused to make any order on the petition : his honour observed, although the recovery did not bar the estate tail, it had the effect of drawing out the legal estate, which was vested in Debary, for the purpose of making him tenant to the *præcipe*.

It may be observed, that this reasoning rests entirely on the proposition that the recovery is voidable, and not void ; there seems some ground for contending that as the tenant to the writ had not the freehold, so nothing could be recovered against him, and he could have no recompense in value against the vouchee for what he had lost. It may therefore be urged that the recovery was nugatory, and that the legal fee remained in Debary. The point, however, would seem now to be one rather of speculation than of practical importance, for the 11th section of the 3 & 4 Will. 4. c. 74. remedies the defect above mentioned. See Vol. V. p. 353. (a)

GENERAL ORDERS (a)

Relating to the Acknowledgment of Dispositions by Married Women, under 3 & 4 Will. 4. c. 74.

The following General Orders were made in Michaelmas Term, 1833; they are revoked by the orders made in the following Hilary Term, 1834; but as such revocation is with a proviso *Infra*, p. 23. that it shall not be construed to invalidate any proceedings, which, before the 1st day of March then next ensuing, (1834) shall have been taken pursuant to the direction of the said rules of Michaelmas Term, it was thought proper to insert them here, in reference to dispositions made in the interim between Michaelmas Term, 1833, and Hilary Term, 1834.

The Orders of Michaelmas Term, 1833. (b)

Whereas by the 48th section of the statute made in the 3d & 4th years of the reign of his present Majesty, chapter 74, intituled "An act for the abolition of fines and recoveries, and for the substitution of more simple modes of assurance," the Court of Common Pleas is authorised from time to time, to make alterations in the memorandums and certificates in the said section mentioned. Fines and recoveries.

And whereas, by the 89th section of the said act, it is enacted, "That the Lord Chief Justice of the Court of Common Pleas, at Westminster, shall from time to time appoint the person who shall be the officer, with whom, such certificates as in the said act are mentioned, shall, for the time being, be lodged, and may remove him at pleasure; and that the Court of Common Pleas, at Westminster, shall, also from time to time, make such orders and regulations as the said Court shall think fit, touching the mode of examination to be pursued by the Commissioners, to be appointed under the said act, and touching the particular matters to be mentioned in such memorandums and certificates as therein mentioned, and the affidavits verifying the certificates, and the time within which any of the aforesaid proceedings

(a) Referred to Vol. V. p. 117. note. (b) See Moore & Scott, Rep. vol. iii. p. 871.

Certificate.

shall take place." Now it is ordered that in addition to the form of the certificate mentioned in the 84th section of the said act, after stating the names of the parties and the words, "and acknowledge the same to be her act and deed," the following words should be inserted, "and I [or we] do further certify, that the several premises comprised in the said indenture, are situate in the parish [or several parishes] and place [or places] following, that is to say, in the parishes of —, [as the case may be], in the county of —."

One of the commissioners at the least not to be concerned for the parties.

And it is further ordered, that, where the acknowledgment shall be made before Commissioners appointed under the said act, one at least of the said commissioners shall be a person who is not concerned as the attorney, solicitor, or agent, or clerk to the attorney, solicitor, or agent, of any of the parties in the transaction giving occasion to the taking such acknowledgment; and that, in the affidavit verifying the certificate, it shall be deposed, in addition to the verification thereof, that one or more of the persons making such affidavit, knew the person or persons making such acknowledgment, and that at the time of making such acknowledgment, the person or persons making the same was or were of full age and competent understanding, and that one at least of the Commissioners taking such acknowledgment, is not the attorney, solicitor, or agent, or clerk to the attorney, solicitor, or agent, of any of the said parties; and that the names and residences of the said Commissioners, and also the place or places where such acknowledgment or acknowledgments shall be taken, shall be mentioned in such affidavit.

Form of affidavit.

Inquiry to be made of married women.

And it is further ordered, that the Commissioners do enquire of married women, whether they intend to give up their interest in the estate to be passed by such deed, without having any provision made for them in return for, or in consequence of their so giving up such interest; and if it appears that any provision is to be made for any such married woman, they shall not take her acknowledgment until they are satisfied that such provision has been actually made; and one of the said Commissioners shall state in the affidavit so to be made as aforesaid, that such inquiry was made, and also the answer given thereto; and where any such provision has been agreed to be made, that he the said Commissioner is satisfied that the same has been made; and where such married woman, in answer to such in-

quity, shall declare that she intends to give up her interest without any provision, that he, the said Commissioner, has no reason to doubt the truth of such declaration, and verily believes the same to be true.

And it is hereby further ordered that the affidavits verifying such certificate, where the acknowledgment is taken by a Judge or Master in Chancery, be in the form hereunto annexed, marked A.; and where, before any of the Commissioners appointed in pursuance of the said act, in the form hereunto annexed, marked B., with such variations only as the circumstances of the case shall render necessary.

Affidavits verifying certificates.

And it is hereby further ordered, that the certificates and the affidavits verifying the same, shall be delivered to the officer to be so appointed within one month from the making the acknowledgment, and that the officer shall not receive the same after that time, without the direction of the Court or a Judge.

Certificates and affidavits to be delivered within one month to the proper officer.

A.

Form of Affidavit verifying the certificate where the acknowledgment is taken before a Judge or Master in Chancery.

A. B. of — maketh oath and saith, that he knows —, the wife of —, in the certificate hereunto annexed, mentioned; and that the acknowledgment therein mentioned was made by the said —, and the said certificate signed by the said — [Judge or Master,] therein mentioned, in the presence of this deponent. And this deponent further saith, that the said — was at the time of making such acknowledgment, of full age and competent understanding.

B.

Form of Affidavit verifying the certificate where the acknowledgment is taken by any of the Commissioners appointed in pursuance of the Act of Parliament.

A. B. of —, in the county of —, gentleman, one of the attorneys of his Majesty's Court of —, at Westminster, and one of the Commissioners named in the certificate hereunto annexed, maketh oath and saith, that he knows —, the wife of —, in the said certificate mentioned, and that the acknowledgment therein mentioned was made by the said —, and the certificate signed by the Commissioners in the said cer-

tificate mentioned, on the day and year therein mentioned, at —, in the county of —, in the presence of this deponent ; and that at the time of making such acknowledgment, the said —, was of full age and competent understanding ; and that the said —, knew the same acknowledgment was intended for the passing her estate and estates in the premises respecting which such acknowledgment was made. And this deponent further saith, that he, this deponent, [or the said J. K., *as the case may be, adding, if not the Commissioner making the affidavit,* whose place of residence is at —,] is not concerned as the attorney, solicitor, or agent, or clerk to the attorney, solicitor, or agent, of any or either of the parties to the transaction, giving occasion to the taking such acknowledgment. And this deponent further saith, that, in pursuance of the order made by the Court of Common Pleas, in Michaelmas Term, 1833, the said Commissioners, did inquire of the said —, [*or, if more than one of each of them the said —,*] whether she intended to give up her interest in the estates, in respect of which such acknowledgment was taken, without having any provision made for her in return for, or in consequence of her so giving up her interest in such estates ; and that in answer to such inquiry the said — declared that she did intend to give up her interest in the said estates without having any provision made for her in return for, or in consequence of her so giving up her interest ; which declaration of the said — this deponent has no reason to doubt the truth of,—, and verily believes the same to be true, [or declared that a provision was to be made for her in consequence of her giving up her interest in the said estates :] and this deponent before her acknowledgment was so taken, was satisfied, and does now verily believe that such provision has been made.

N. B. When the whole of the facts cannot be spoken to by one deponent, the necessary alterations must be made, to enable more than one deponent to state their respective parts of it.

The Orders of Hilary Term, 1834. (a)

Fines and
Recoveries.

Whereas, it has been found expedient to make alterations in the General Rules made in Michaelmas Term last, by this Court, for the purpose of carrying into effect the statute passed in the

(a) 10 Bing. 458. Referred to Vol. V. p. 117. note.

third and fourth years of the reign of his present Majesty, cap. 74. intituled, "An Act for the abolition of fines and recoveries, and for the substitution of more simple modes of assurance."

And whereas, it is necessary to make orders touching the amount of the reasonable fees and charges to be taken by the several persons appointed to carry the powers of the said act into execution; and it will be convenient that all the orders and regulations made by the Court under the said act shall be contained in the same rule.

Now it is hereby ordered that the said General Rules be, and the same are, hereby revoked: provided that this present rule shall not be construed in any respect to invalidate any proceedings which, before the first day of March next ensuing, shall have been taken, pursuant to the direction of the said rules of Michaelmas Term last.

And it is hereby further ordered that where any acknowledgment shall be made by any married woman of any deed under, and by virtue of the said act, before Commissioners appointed under the said act, one at least of the said Commissioners shall be a person who is not in any manner interested in the transaction, giving occasion for such acknowledgment, or concerned therein, as attorney, solicitor, or agent, or as clerk to any attorney, solicitor, or agent, so interested or concerned.

And it is further ordered, that before the Commissioners shall receive such acknowledgment, they, or in case one of them shall be interested or concerned as aforesaid, then such one of them as shall not be so interested or concerned, do inquire of every married woman, separately and apart from her husband, and from the attorney or solicitor concerned in the transaction, whether she intends to give up her interest in the estate to be passed by such deed, without having any provision made for her in lieu of, or in return for, or in consequence of her so giving up such interest; and where such married woman, in answer to such inquiry, shall declare that she intends to give up such her interest without any provision, and the said Commissioners shall have no reason to doubt the truth of such declaration, and shall verily believe the same to be true, then they shall proceed to receive the said acknowledgment; but if it shall appear to them, or to such one of them as aforesaid, that it is intended that provision is to be made for any such married woman, then the Commis-

sioners shall not take her acknowledgment until they are satisfied that such provision has been actually made by some deed, or writing, produced to them ; or, if such provision shall not have been actually made before, then the Commissioners shall require the terms of such intended provision to be shortly reduced into writing, and shall verify the same by their signatures in the margin, at the foot, or at the back thereof.

And it is hereby further ordered, that the affidavit verifying the certificate to be made pursuant to the said act, and which certificate shall be in the form contained in the said act, shall (except in such cases where the acknowledgment shall be taken elsewhere than in England, Wales, or Berwick-upon-Tweed,) be made by some practising attorney, or solicitor of one of the Courts at Westminster, or of one of the Counties Palatine of Lancaster or Durham ; and that in all cases it shall be deposed, in addition to the verification of the said certificate, that the deponent, or (if more than one person join in the affidavit) that one or more of the deponents, knew the person or persons making such acknowledgment, and that at the time of making such acknowledgment the person or persons making the same was, or were of full age and competent understanding ; and that one at least of the Commissioners taking such acknowledgment to the best of his, deponent's knowledge and belief, is not in any manner interested in the transaction giving occasion for the taking of such acknowledgment, or concerned therein, as attorney, solicitor, or agent, or as clerk to any attorney, solicitor, or agent, so interested or concerned ; and that the names and residences of the said Commissioners, and also the place or places where such acknowledgment or acknowledgments shall be taken, shall be set forth in such affidavit ; and that previously to such acknowledgment being taken, the deponent had inquired of such married woman (or, if more than one, of each of such married women) whether she intended to give up her interest in the estate to be passed ? and also the answer given thereto ; and where any such married woman, in answer to such inquiry, shall declare that she intends to give up her interest without any provision, the deponent shall state that he has no reason to doubt the truth of such declaration, and he verily believes the same to be true. And where any provision has been agreed to be made, the deponent shall state that the same has been made by deed or writing, or if

not actually made before, that the terms of the intended provision have been reduced into writing, which deed or writing he verily believes has been produced to the said (Judge,) (Master, or) Commissioners.

And it is hereby further ordered, that the affidavit shall state the parish, or several parishes, or place or several places, and the county or counties in which the several premises, wherein any such married woman shall appear to be interested, shall, by deed, be described to be situate.

And it is hereby further ordered, that the affidavit shall be in the form hereunto annexed, subject to such variations as the circumstances of the case shall render necessary, or such affidavit may be made where it is found convenient by one of the said Commissioners, with such variation in the form thereof as shall be necessary in that behalf.

And it is hereby further ordered, that the certificates and affidavits verifying the same, shall, within one month from the making the acknowledgment, be delivered to the proper officer appointed under the said act; and that the officer shall not, after that time, receive the same without the direction of the Court or a Judge.

Then follow the orders respecting the fees.

Form of Affidavit verifying the certificate of acknowledgment taken in pursuance of the Act of Parliament to be made by some practising attorney or solicitor, and to be sworn before a Judge of the Court of Common Pleas, or a Commissioner appointed for taking affidavits in the said Court.

In the Common Pleas,

A. B. of —, in the — of —, gentleman, one of the attornies (or solicitors) of the Court of —, maketh oath and saith, that he knows —, the wife of —, in the certificate hereunto annexed mentioned, and that the acknowledgment therein mentioned was made by the said —, and the certificate signed by the Judge or Master, or by A. B., of &c., and C. D., of &c., the Commissioners in the said certificate mentioned, on the day and year therein mentioned, at —, in the — of —, in the presence of this deponent, and that at the time of making such acknowledgment, the said —, was of full age and competent understanding, and that the said —, knew the said acknowledgment was intended to pass her estate in the

Appendix.

premises, respecting which such acknowledgment was made, *[and this deponent further saith, that to the best of this deponent's knowledge and belief, neither of the said Commissioners is (or the said A. B., or the said C. D., one of the said Commissioners is not) in any manner interested in the transaction giving occasion for such acknowledgment, or concerned therein as attorney, solicitor, or agent, or as clerk to any attorney, solicitor, or agent, so interested or concerned.]* (a) And this deponent further saith that previous to the said —, (the married woman) making the said acknowledgment, he this deponent enquired of the said —, (the married woman) or if more than one, of each of them the said —, and — (the married women) whether she intended to give up her interest in the estates, in respect of which such acknowledgment was taken, without having any provision made for her in lieu of or in return for, or in consequence of her so giving up her interest in such estates, and that in answer to such enquiry the said —, (the married woman) declared that she did intend to give up her interest in the said estates, without having any provision made for her in lieu of, or in return for, or in consequence of her so giving up such, her interest; of which declaration of the said —, (the married woman) this deponent has no reason to doubt the truth, and verily believes the same to be true, or declared that a provision was to be made for her in consequence of her giving up such her interest in the said estates. And this deponent lastly saith, that before her acknowledgment was so taken, he was satisfied, and does now verily believe that such provision has been made by deed or writing, or that the terms thereof have been reduced into writing, and that such deed or writing has been produced to the said Judge, Master, or Commissioners. And lastly, this deponent saith that it appears by the deed acknowledged by the said —, (the married woman) that the premises wherein she is stated to be interested are described to be in the parish or place of —, or parishes or places of —, and —, in the county of —, or counties of —, (as the case may be.)

Sworn, &c.

N. B. When the whole of the facts cannot be spoken to by one deponent, variations may be made to enable more than one deponent to state their respective parts of the affidavit.

(a) This is to be omitted when acknowledgment taken by a Judge or Master.

ERRATA ET CORRIGENDA.

VOL. I.

- Page 79. sect. 12. line 8. for "affected" read "effected."
102. — 5. line 1. for "13" read "19."
112. line 3. for "*cestui que vie*" read "grantee."
129. sect. 60. line 2. for "him" read "himself."
136. — 11. line 7. omit "which."
140. — 5. line 4. for "require" read "acquire."
172. — 21. line 1. for "requires" read "acquires."
173. — 28. line 1. for "40" read "41."
179. — 21. line 4. after "years" insert "to commence from his decease." and
to the margin add "3 Bro. P. C. 483."
184. line 12. for "devisee" read "devise."
198. 9th line from bottom, for "of an infant" read "if an infant."
200. note (g). line 2. for "Drury v. Drury" read "Earl of Bucks v. Drury," and
after "*ubi supra*," add "see also Drury v. Drury, Co.
Lit. 36 b. n. 7."
211. line 16. for "1782" read "1712."
233. sect. 15. marg. line 3. for "63" read "53."
236. — 29. line 4. omit "in."
240. — 46. marg. line 2. for "94" read "97."
291. — 58. line 1. for "& Will." read "& 4 Will."
301. — 33. marg. line 4. for "id" read "Popham v. Lancaster."
317. — 43. line 1. after "Will. 4." insert "c. 69. s. 9."
400. — 76. marg. line 5. for "Coke's" read "Cox."
403. — 90. line 1. for "from" read "for."
413. — 34. marg. line 4. for "263" read "363."
425. — 28. line 1. for "so it said" read "so it was said."
427. — 34. line 7. for "trustee himself" read "trustee for himself."
449. — 9. line 4. for "join in" read "join with."
455. — 40. line 7. for "the receiver" read "they receive."
460. — 64. marg. line 6. for "s. 21" read "s. 22."

VOL. II.

- Page 61. sect. 103. line 10. for "cognizor" read "cognizee."
104. — 25. marg. line 6. for "2 Ib." read "2 P. Will."
121. — 85. line 1. for "mortgagee" read "mortgagor."
166. — 15. line 2. for "mortgagee" read "mortgagor."
216. — 46. marg. line 2. for "97" read "79."
297. — 21. marg. line 4. for "674" read "684."
327. — 7. marg. line 3. for "389" read "380."
370. — 34. marg. line 3. for "291" read "290."
381. — 18. line 16. for "of that" read "that of."

VOL. III.

- Page 32. line 16. for "beneficial" read "beneficed."
98. sect. 23. line 2. for "officers" read "offices."
254. note and margin, for "2 & 3" read "1 & 2."
418. line 4. for "c. 12." read "c. 80. s. 12."

VOL. V.

- Page 353. note, s. 10. line 2. for "valid" read "invalid."
427. note, last line, for "parol did" read "parol did not demur."

REFERRED TO IN THE FOLLOWING WORK.

c. 29. waste, I. 231. II. 315, 316

EDW. I.

- 3. stat. of Westminster, the first,
 - c. 1. tolls, III. 265
 - c. 4. wrecks, 259
 - c. 20. parks, III. 248
 - c. 36. aids, I. 25. 40
 - c. 40. voucher, V. 368
 - c. 59. prescription, III. 431
- 4. de bigamis, IV. 356
- 6. stat. of Gloucester
 - rents, III. 274
 - c. 1. curtesy, I. 150
 - warranty, IV. 361
 - c. 5. action of waste, I. 120. 150. 231. 244.
 - c. 7. dower, 166
 - c. 11. feigned recoveries, 224. V. 269. 443
- 7. de religiosis, recovery, V. 269
- 11. stat. of Acton Burnel, II. 39
- 13. stat. merchant, II. 40. 56. *See* Estate by Statute Merchant, &c.
- stat. of Westminster the second, et de donis conditionalibus. *See* Estate Tail, I. 69—75. 77, 78. 81. 85. 90—92. 103. 136. 146. 235. 273, 274. 291. 350. 379. 407. II. 6. 27. 203. 320. 335. 362. III. 6. 18. 156. 176. 177—181. 289. 385. 388. 433. IV. 330. 332. 334. 361—364. V. 155. 166. 168, 169. 216. 269. 360. 363, 364. 381. 422. 475. 479. 482. VI. 481
- c. 4. recovery, V. 384
- c. 5. advowson, III. 18
- c. 18. elegit, I. 291. II. 42. 50. 54. 56, 57. 132
- c. 22. joint tenants, II. 377
- . tenants in common, 400

EDW. I.—continued

- 13. c. 24. curtesy, I. 50
- c. 25. estovers, 105
- c. 32. recovery, V. 269
- c. 34. dower, I. 156. 175
- . jointure, I. 209
- . devising new writs, 333
- c. 46. estate tail, 70
- common, III. 77—79.
- 18. c. 1. Quia Emptores,
 - tenures, I. 22. 30. 33. 44. 72. 376. II. 303. III. 251, 252
 - estate for life, I. 103. 165
 - copyhold, 327, 328
 - rents, III. 272. 274
 - alienation, IV. 5. 357
 - recovery, V. 281. 303
 - de modo levandi fines, 71. 79. 101. 105. 116. 127. 129. 131. 148. 150. 152. 173. 204
- 21. stat. 2. de malefactoribus in parcis, III. 249
- 27. de finibus levatis, V. 148. 152
- c. 1. proclamations on fines, 90
- 28. c. 1. reliefs, I. 40
- 34. de tallagio non imponendo, III. 93
- of forests, III. 427
- 35. stat. 2. waste, I. 131

EDW. II.

- 17. c. 3. primer seisin, I. 26
- c. 6. fines for alienation, IV. 6
- c. 7. de prerogativa regis, I. 22
- c. 15. king's grant, V. 53
- homage, I. 23

EDW. III.

- 1. c. 12. fines for alienation, IV. 6
- 14. amendment of original writs, V. 139
- 25. natural-born subjects, III. 320, 321

EDW. III.—*continued.*

- 25. c. 11. aids, I. 25
- c. 19. crown debts, II. 49
- 27. stat. 2. statute staple, 40
- 34. c. 15. fines for alienation, I. 22.
- IV. 6
- c. 16. nonclaim, V. 148. 152,
- 153. 215

45. c. 3. tithes, III. 41, 42

50. uses, I. 345

RICH. II.

- 1. c. 9. uses, I. 345
- 2. stat. 2. c. 3. id.
- 6. stat. 1. c. 6. women stolen, 159
- 15. c. 5. uses, 341
- 21. c. 3. treason, 342.

HEN. IV.

- 4. c. 4. recovery, V. 420
- 5. c. 14. enrolment of fines, 83

HEN. V.

- 1. c. 3. forging false deeds. III.
- 396
- c. 7. of priors aliens, V. 8
- 8. dower, I. 159.

HEN. VI.

- 8. c. 7. qualifications for elective franchise, I. 255
- c. 12. amendment of original writs, V. 138, 139. 354.
- 357, 358
- 11. c. 5. waste, I. 231.
- 15. c. 4. subpcena, 335
- 23. c. 9. bail-bonds, V. 3

EDW. IV.

- 14. private act, V. 5
- 17. dignities, III. 183
- 22. c. 7. inclosure, V. 8

RICH. III.

- 1. c. 1. uses, I. 343. 352. 407.
- 417
- c. 5. id. 340. V. 420
- c. 7. fines, 154, 155

HEN. VII.

- 1. c. 4. uses, I. 345
- 4. c. 17. 345. 347
- c. 24. fines, I. 291. II. 324.
- III. 433. V. 90—92. 101.
- 155—157. 159. 161. 164.
- 166—172. 184. 189, 190,
- 191. 193. 196. 200. 203.
- 209. 211. 231. 382
- s. 2. fines, 155. 231. 242.
- 382

7. c. 3. soldiers' wills, VI. 4.

- 11. c. 20. recovery, I. 137. 166.
- 200. 291. IV. 317. 332. 365.
- V. 162. 408—413. 451

— warranty, IV. 365

19. c. 15. I. 346

HEN. VIII.

- 7. c. 4. recovery, V. 333
- 14&15. c. 14. soldiers' wills, VI. 4
- 21. c. 4. executors. VI. 360
- 21. c. 13. pluralities, V. 2.
- c. 15. estate by statute merchant, &c. 423
- feigned recoveries, I. 224.
- V. 444
- 23. c. 6. statute staple, I. 61. recognizance, II. 41. 56
- 26. dignities, III. 156
- c. 13. forfeiture, I. 90, 91.
- III. 158. 161. 163. 165, 166.
- 181. 386
- 27. for settling the manor of Hemston, Arundel, IV. 351.
- c. 10. uses, I. 108. 225. 346—
- 348. 351. 354. 357—360. 362
- 367. 370. 375. 381. 405. 407
- 411. 417. 447. II. 258. 260.
- 262. 304—306. III. 402.
- 404—407. IV. 97, 98. 102.
- 104—106. 111. 113—115.
- 118. 120. 126. 249. 253. 345.

HEN. VIII.—*continued.*

346. V. 94. 400. VI. 4. 67.
105. 141. 375. 483. 489, 490
— s. 4 & 5. rents, III. 273.
287. 294. 296.
— s. 6 & 7. jointure, I. 188.
192. 194. 196. 198, 199. 201.
211, 212. 291. V. 176
c. 15. stat. merchant, &c. II.
55
c. 16. enrolment, IV. 102.
456
28. c. 11. s. 6. emblements, I. 114
31. c. 1. partition, II. 384. 396.
410
c. 5. chase, III. 247
c. 10. precedency, 216
c. 13. s. 21. tithes, III. 53
32. c. 1. wills, VI. 4. 5. 20. 29.
30, 31
c. 2. quieting titles, III. 431.
452. 457
c. 5. statute merchant, &c.
II. 57
c. 7. s. 7. tithes, III. 48. IV.
60. V. 133. 340.
c. 28. leases by tenants in tail,
&c. I. 82. 87. II. 361. IV.
61—66. 70. 159. 332. V.
203. 396.
— s. 6. estates *jure uxoris*, I.
291. V. 199. 203. 213. 231.
413. 451
c. 30. recovery, V. 323
c. 31.—*id.* 351
c. 32. partitions, II. 385. 396.
410
c. 33. remainder, 245.
— disseisin, III. 435.
32. c. 34. covenants, IV. 373. 375
— conditions, II. 4. 6. 34
c. 36. fine, V. 156, 157. 159,
160. 382. 419

HEN. VIII.—*continued.*

32. c. 36. s. 2. dower, jointure, I.
166. 200
— s. 2 & 6. fine, V. 231
— recovery, 408.
419
c. 37. rents, III. 285
33. c. 20. forfeiture, I. 90
— trusts, 411, 412
c. 23. trials for murder, II. 352
c. 39. crown debts, I. 85, 86.
II. 51. IV. 94
34 & 35. c. 5. wills, I. 283. VI.
5. 15. 22. 26. 29, 30. 43. 125.
137
c. 20. forfeiture, I. 90. 92
— fine, V. 232
— s. 2. recovery, 334. 419,
420, 421. 423
c. 22. married women, IV. 20
34 & 35. c. 26. s. 6. recoveries in
Chester, V. 338.
— s. 40. acknowledgment
of fines before Justices of
Wales, 114
recoveries in Wales, 338, 339
— s. 41. fines in Wales, 104
— s. 113. errors and judg-
ments of the Justices in
Wales, 235. 424.
35. conveyances by or to Queen
Catherine, V. 3
37. c. 19. fines in the county of
Lancaster, 101
EDW. VI.
1. c. 4. tenure in capite, I. 22
c. 12. dower, 174, 175
2. & 3. c. 13. tithes, III. 45
c. 16. *id.*
c. 28. fine, V. 102
3. & 4. c. 3. common, III. 78
5. & 6. c. 15 & 16. selling or buy-
ing offices, 109—113. 117

EDW. IV.—continued.

5 & 6. c. 11. dower, I. 174. forfeiture, 90

MARY.

1. c. 5. s. 4. advowsons, III. 454
c. 7. s. 2. proclamations on fines, V. 90

PHILIP & MARY.

4 & 5. guardians, I. 41.

ELIZ.

1. c. 19. disabling statute, I. 270.
III. 95—97. IV. 13. 62. 76. V. 3

5. c. 11. s. 4. dower, I. 175.

c. 26. enrolment, IV. 103

c. 27. fines in Durham, V. 103

13. c. 4. crown debts, I. 62. 291.
412. II. 62. 102

c. 5. fraudulent conveyances, II.
342, 343. 348. 351. IV. 421
—425. 427. 434. 436. 439. 440

c. 6. letters patent, V. 46

c. 8. usury, V. 252

13. c. 10. disabling statute, I. 270
III. 50. IV. 13. 62. 64. 67.
76. V. 3. 224

c. 20. charging of benefices, IV.
13

14. c. 8. recovery, V. 352. 365.
399

c. 11. disabling statute, IV. 13.
62. 64

18. c. 1. s. 2. dower, I. 175

c. 6. colleges, IV. 66. V. 2

c. 11. colleges, deans, &c. IV.
13. 62. 64. V. 3

c. 14. recovery, V. 323

23. c. 3. fines and recoveries, 108

— s. 2. fines and recoveries,
238. 427

— s. 1. recovery, 83. 335

— s. 6. fine, 83

— s. 5. fine and recovery, 86.
110. 314

VOL. VII.

ELIZ.—continued.

23. c. 10. game, III. 253

27. c. 3. crown debts, I. 62. II. 62

c. 4. fraudulent fines, V. 252

— avoidance of deeds, IV.
423. 425, 426. 428—434. 436.
439

28. attainder, 240

29. c. 5. fraudulent conveyances,
423

31. c. 2. fines, V. 91

c. 6. Simony, III. 23, 24. 28,
29. 33

39. c. 7. crown debts, II. 62.

c. 18. avoidance of deeds, IV.
423

43. c. 4. charitable uses, VI. 15.

c. 9. disabling statute, IV. 13

c. 15. fines in Chester, V. 102
107. 114. 235

— recoveries in Chester, 339

JAMES I.

1. c. 3. disabling statute, III.
172. IV. 62

— 3. private act, V. 3

21. c. 5. limitations against the
crown, III. 457. V. 223

c. 16. fines, V. 153

— repose, II. 113. III.
431, 432. 434. 436. 447, 448.
451. 459

c. 19. s. 12. bankrupts, I. 87.
89. II. 343

c. 26. fines, V. 88. 352

CHARLES I.

3. for settling the manor of Arun-
del, IV. 351

c. 4. spiritual persons, 13

CHARLES II.

12. c. 24. abolition of military te-
nures, I. 28, 29. 39. 41. 43,

44. 327. III. 416. IV. 6.
68. VI. 13

CHARLES I.—*continued.*

- guardians, I. 41. IV. 68
 - s. 11. III. 128.
 - c. 30. copyholds attainder, I. 320
 - 13. c. 1. s. 12. qualifications for offices, 108, 109
 - 15. c. 17. s. 8. register of the Bedford level, IV. 461
 - 16. c. 16. s. 10. recovery, V. 318
 - 17. c. 8. recovery, 324
 - 19. c. 6. s. 2. estate for life, I. 102
 - 22 & 23. c. 25. game, III. 253. 264
 - 25. c. 2. test act, 108
 - 29. c. 3. of frauds, I. 57. 246, 247. 275. 291. 375. 391. 406. 418. 424. II. 90. 347. 395. 410. III. 11. 293. IV. 27. 32. 36. 38, 39. 43, 44. 75. 77. 89. 119. 121. 126. 196. V. 474. VI. 46. 51. 55. 60. 63. 66—70. 73. 79. 80. 88, 89. 114. 153.
 - s. 7. I. 390. IV. 118.
 - s. 10. trust, I. 413
 - s. 12. I. 111. 113. III. 290. VI. 23
 - s. 14 & 15. judgments, II. 43
 - s. 16. execution, 52, 53, 54
 - s. 18. enrolment of recognizances, 42
 - s. 25. administration by husband to wife's effects, I. 228
 - 30. c. 7. action of waste, II. 321
 - 31. c. 3. on the burning of the chirographer's office, V. 84
- WILL. AND MARY,
- 1. sess. 1. c. 26. advowsons, III. 21.
 - c. 16. simony, 24

WILLIAM AND MARY—*continued.*

- 2. st. 2. c. 2. offices, III. 97
- 3. c. 14. fraudulent devises, I. 58. II. 340, 341. 346. 348. 350, 351. IV. 93. VI. 8. 359
- 3 & 4. c. 14. reversion, II. 130. 357. estate in fee simple liable to debts, I. 57
- 4 & 5. c. 16. fraudulent mortgages, II. 93
- c. 20. judgments, 44
- c. 23. s. 4. game, III. 254
- c. 24. s. 12. action of waste, II. 321

WILLIAM III.

- 6 & 7. c. 14. estate in fee simple liable to debts, I. 57
 - 7 & 8. c. 36. s. 3. judgments, II. 44
 - c. 37. corporations, IV. 21
 - mortmain, I. 53, 54
 - 8 & 9. c. 11. s. 2. bond, IV. 92. 94. s. 6. recovery, V. 324
 - c. 26. s. 7. Dower, I. 175
 - c. 31. partition, II. 386. 396. 410, 411
 - 10 & 11. c. 4. recovery, V. 439
 - fine, 239
 - alienation by custom, 439
 - c. 16. remainder, II. 251. 253. VI. 438. 452. 454
 - 11 & 12. c. 6. titles derived through aliens, III. 322
 - c. 16. tithes, 43
 - 12. c. 13. grants of crown lands, V. 48
 - 13. c. 2. offices, III. 99
- ANNE,
- 1. stat. 1. c. 7. ss. 5—8. alienation of crown lands, I. 270. V. 46. 48. 50, 51. 422

ANNE—continued.

1. c. 8. s. 5. abatement of writs,
V. 73
2. for making the estates of Irish
Roman Catholics descend in
gavelkind, II. 393, 394
- 2 & 3. c. 4. s. 1. register act, IV.
445. VI. 9—11
- 3 & 4. c. 18. partition, II. 386—
388
4. c. 16. s. 12. payment of a bond
good plea at law, IV. 94
—— s. 15. declaration of uses,
IV. 126
—— s. 16. entry to support a
right, III. 451
—— to avoid a fine, V. 246
—— s. 21. warranty, IV. 365
- 4 & 5. c. 16. warranty, V. 169
—— attornment, IV. 51.
V. 94. 230
—— jeofails, 323
—— s. 27. joint-tenancy,
II. 377
—— tenancy in com-
mon, 400
- 5 & 6. c. 3. for settling Wood-
stock, IV. 351
—— the dukedom of Marl-
borough, III. 219
5. c. 14. s. 4. game, 254. 364
c. 18. enrolment, IV. 103
—— s. 4. register act, II. 45
6. c. 18. estate for life, I. 102
c. 31. accidental fire, 133. 150.
166. 233
c. 35. ss. 16. 30. enrolment, IV.
103. 381
—— register acts, II. 46.
IV. 446. VI. 10
7. c. 5. natural born subjects, III.
320, 321
c. 18. advowsons, 19. 453

ANNE—continued.

7. c. 19. infant trustees, I. 291.
449. IV. 17
—— fines by infants, V. 129
—— recoveries by infants, 350,
351
 - c. 20. register act, II. 46. IV.
447. 454. 456. 459. VI. 10
 - c. 21. s. 10. corruption of blood,
III. 325
 8. c. 14. rents, III. 285
 10. c. 18. s. 3. enrolment, IV. 103.
V. 46
 12. st. 2. c. 12. simony, III. 28
—— c. 14. s. 1. advowson, 21
—— c. 16. usurious deeds, II.
150. IV. 409
- Geo. I.
3. c. 11. franchise, III. 264
c. 15. fine V. 76
 5. c. 6. offices, III. 108, 109
 8. c. 25. enrolment of statutes and
recognizances, II. 41. 44
—— ss. 3, 4. extent, 47. 58
 9. c. 29. copyholds, I. 303. 317
 12. c. 32. effects of suitors of
chancery, V. 31
- Geo. II.
2. c. 22. bond, IV. 92
 4. c. 21. natural born subjects,
III. 320, 321
c. 28. s. 2. ejectment, 287
—— rents, 285
—— s. 1. tenants at suffer-
ance, I. 250
—— s. 6. renewal of leases,
IV. 67. VI. 493
 4. c. 29. private act, V. 10
 5. c. 30. s. 26. bankrupts, I. 293
 7. c. 20. mortgage, II. 84. 200
 8. c. 6. registering deeds and wills,
II. 46. IV. 103. 381. 447. VI. 11

GEO. II.—*continued.*

- 8. c. 24. bond, IV. 92
- 9. c. 5. s. 6. lease for a year, IV.
114
- c. 36. charitable uses, 22. VI.
16. 128
- 11. c. 17. s. 5. advowson, III. 21
- c. 19. rents, III. 285
- s. 15. apportionment of
rents, 306, 307. App. VII.
1, 2
- s. 18. estate at will, I. 251
- 12. c. 24. effects of suitors of
chancery, V. 31
- 14. c. 20. occupancy, I. 111. 275.
III. 290
- recovery, V. 279—282
- 15. c. 28. s. 4. dower, I. 175
- 16. c. 30. qualification for offices,
III. 108
- 24. c. 48. recovery, V. 318
- 25. c. 6. witnesses to a will, VI.
46. 60.
- c. 39. titles through aliens,
III. 322
- 27. private act, V. 26
- 29. c. 31. leases, IV. 86
- c. 36. s. 1. inclosure, III. 80
- 31. c. 14. copyhold, I. 255
- c. 41. inclosure, III. 81
- 32. c. 14. fine, V. 76

GEO. III.

- 1. c. 23. offices, III. 99
- 5. c. 17. leases of incorporeal he-
reditaments, III. 275
- 9. c. 16. limitations against the
crown, I. 63. III. 457. V. 223
- 2. c. 35. copyhold, I. 328
- 13. c. 21. natural born subjects,
III. 321
- c. 81. ss. 15—18. common,
III. 69. 81

GEO. III.—*continued.*

- 14. c. 79. interest of money in Ire-
land and the plantations, II.
150. IV. 410
- 17. c. 26. contracts with infants
for annuities, IV. 14
- c. 53. mortgages by incumbents,
14
- 19. c. 12. offices, III. 111
- 21. c. 66. mortgages by incumbents,
IV. 14
- 23 & 24. c. 22. Irish Act, V. 35
- 25. c. 35. extent by the crown, II.
62. 103
- 30. c. 51. crown, V. 423
- 34. c. 75. grants of crown lands,
48—51
- c. 66. private acts, 7
- 35. c. 84. s. 3. governors of Queen
Anne's bounty, IV. 22
- 39. c. 93. corruption of blood, III.
325
- 39 & 40. c. 41. leases by ecclesi-
astics, IV. 66. 176. VI. 493
- c. 56. entailed money, I.
97, 98
- c. 86. New Forest, V. 50
- c. 88. King's private pro-
perty, 51
- ss. 8, 9. Queen con-
sort, IV. 12. VI.
13
- s. 4. King, VI. 12
- s. 12. escheat, I. 448.
III. 418
- c. 98. perpetuities, VI.
457. 459, 460. 464
- 41. c. 109. ss. 15, 16. inclosure
act, II. 413. VI. 32. App.
VII. 6
- 42. c. 116. s. 52. land tax redemp-
tion, I. 92. V. 5

GEO. III.—*continued*.

- 43. c. 75. lunatics, IV. 18.
- c. 84. s. 10. repealing disabling statute, IV. 13
- c. 107. Queen Anne's bounty, 22. VI. 16
- c. 108. conveyance of land to promote the building of churches, IV. 23
- 45. c. 72. s. 92. prize money of petty officers, III. 117
- c. 84. s. 3. augmentation of livings, VI. 16
- c. 101. purchase of advowsons by colleges, IV. 22
- c. 145. attainder, III. 454
- 46. c. 135. bankruptcy, II. 195
- 47. c. 24. escheat, V. 51, 52
- secs. 2. c. 74. simple contract debts out of real estate of deceased trader, I. 58
- 49. c. 12. offices, III. 112
- c. 108. s. 16. appointment of officers on foreign stations, III. 117
- c. 121. bankruptcy, II. 195
- c. 126. buying and selling offices, III. 109
- 51. c. 68. local and personal acts, V. 423
- 53. c. 141. annuity act, IV. 15. (n.) 461
- 54. c. 145. corruption of blood, I. 63. 209. 307. 411. III. 322. 323. 325. 399. 402. IV. 20
- c. 168. attestation, IV. 192
- 55. c. 192. wills of copyholds, VI. 36. 38. 69. 205
- c. 147. exchange by ecclesiastics, IV. 14
- 56. c. 52. timber on glebe, I. 132

GEO. III.—*continued*.

- 57. c. 52. rents, III. 285.
- c. 99. spiritual persons, IV. 13
- 59. c. 80. s. 2. recoveries in courts of ancient demesne, V. 339
- c. 94. crown lands, V. 51. 53

GEORGE IV.

- 1. c. 35. payment of a debtor's effects into the Court of Exchequer, V. 36
- c. 87. ejectment, I. 251. III. 287
- 1 & 2. c. 121. s. 10. crown debtors, I. 62
- 3. c. 47. rate of interest—Ireland and the Colonies, IV. 410
- c. 92. annuities, 461
- 4. c. 18. King's private property, V. 52
- c. 76. marriage, I. 154
- 5. c. 32. *id.*
- 6. c. 16. bankrupts' estates, 58. 87. 284. 293
- s. 77. bankrupts' advowsons, III. 20. IV. 232. 238.
- s. 83. 86. act of bankruptcy, II. 195
- s. 108. judgment creditors, 45
- c. 17. crown lands, V. 51. 53
- c. 74. infant trustees, IV. 17. V. 128. 147
- c. 82, 83. sale of offices, III. 113
- 6. c. 92. marriage, I. 154
- 7. c. 45. entailed money land, 98, 99
- c. 57. copyholds of insolvents, 284. 293
- 7 & 8. c. 25. resignation bonds, III. 36
- 9. c. 17. offices, 108

GEO. IV.—*continued.*

- 9. c. 69. game, 253
- c. 78. estates of lunatics, IV. 18
- c. 94. bonds for resignation of livings, III. 36
- 10. c. 7. s. 16. advowsons of Roman Catholics, 21
- c. 50. crown lands, V. 51
- 11. c. 18. marriage, I. 155

WILLIAM IV.

- 1. c. 46. illusory appointments, IV. 207, 208
- c. 47. real estate in the hands heir or devisee liable to specialties, I. 57, 58. II. 106. 130. 340. IV. 93. 372. 381. VI. 8. 359. (see 2 Russ. & Myl. 73, 74)
- c. 47. s. 9. real estate of deceased trader liable to simple contract debts, I. 58. 284
- s. 10. action by or against infants, V. 238. 427
- c. 60. ss. 2, 3. 6, 7. 13. 28. infant and lunatic trustees and mortgagees, I. 291. 449. II. 122. IV. 17. V. 128. 350. Ap. VII. 18
- s. 8. 31. trustees out of jurisdiction, and unknown, IV. 18. V. 119. 147. App. 4, 5
- ss. 17, 18. constructive trustees, I. 108
- s. 18. act does not extend to cases of partition, II. 390

WILL. IV.—*continued.*

- 1. c. 60. s. 19. *feme covert* trustees, IV. 20
- s. 22. refusal of a trust, I. 460
- c. 65. estates of infants and lunatics, II. 390. 414. IV. 18. 61. V. 5. 351. 450
- infants leases, IV. 68
- c. 65. surrenders by persons under disabilities, IV. 20. 69. 86
- copyholds of married women, 20. V. 478
- act extends to Ireland, IV. 18
- c. 66. punishment of death repealed—forgery, V. 88
- s. 31. ——— fraudulent recovery, 352
- c. 69. s. 9. forfeiture of copyholds, I. 317
- c. 70. separate jurisdiction of Chester and Wales abolished, V. 103, 104. 339
- 1 & 2. c. 32. game, III. 253, 254. 257
- c. 56. bankrupts' real estate, I. 58. 88
- 2. c. 44. copyholds of insolvents, 284
- 2 & 3. c. 71. prescription, III. 65. 86. 421. 425, 426
- c. 100. tithes, 49, 50, 51. 454. 458. App. VII. 10
- 3 & 4. c. 27. does not extend to crown debts, I. 63
- s. 1. glossary clause, III. 453, 454
- s. 2, 3. limitation of actions, 434, 435. V. 201
- s. 4, 5. right of entry, or action when accruing, III. 449. V. 201

WILL. IV.—*continued.*

- 3 & 4. c. 27. s. 6—9. rights of administrator, tenant at will, &c., accrue when, III. 439. 450. V. 192
- s. 7. mortgage, II. 81
- s. 10. mere entry not possession, I. 79. III. 313. 436. 450. V. 242. 246
- s. 11. continual claim abolished, I. 50. III. 312, 313. 436. V. 242
- s. 12. possession of one joint tenant, &c., not possession of the other, II. 369. 377. 392. 402. III. 345. 437, 438. V. 227. 246
- s. 13. wrongful entry of younger brother, &c., not possession of heir, I. 51
- s. 14. acknowledgment of title in writing, equivalent to possession, III. 312. 328
- s. 14—16. right of entry, III. 313
- s. 16—18. limitation of actions, 452. V. 205, 206
- mortgage, II. 114, 115, 116
- s. 20—23. no new entry, on new right accruing, III. 447. 450
- limitation of actions, 437. 450
- s. 24, 25. limitation of suits in equity, 437. 450. 459. IV. 410
- s. 26. fraud, III. 467

WILL. IV.—*continued.*

- 3 & 4. c. 27. s. 28. mortgage, II. 113, 114. 116. 117. III. 460
- s. 29—34. limitation of actions by ecclesiastics, III. 52. 454, 455
- s. 35. receipt of rent, I. 50
- s. 36, 37. real actions abolished, II. 337
- de reparatione faciendâ, 377
- s. 36. writ of right of ward abolished, I. 26
- s. 36—38 writs of deceit abolished, I. 38. V. 240. 439
- writ of novel disseisin abolished, I. 52. II. 56
- writs of right abolished, I. 64. 110. 135 267. V. 340
- writ of waste abolished, I. 120. 244. II. 55. 377
- writs of entry, &c., abolished, I. 135. III. 316
- writ of formedon abolished, I. 141. III. 432
- writ ad computandum, abolished, II. 61
- writ of partition abolished, 388. 396
- writ of escheat abolished, III. 398
- writ of warrantia chartæ abolished, IV. 359
- s. 36. 38. writs not abolished, I. 172. 244. III. 314. 431

WILL. IV.—*continued.*

- 3 & 4. c. 27. s. 39. right of entry not tolled by descent, &c.
I. 51. 79. II. 393.
III. 313—316. 435
——. discontinuance, I.
78. II. 245. IV. 53. V.
216. 478
——. warranty, IV. 355
s. 40. money charged upon land, and legacies, when recoverable, III. 457. 469.
s. 41. arrears of dower, I. 158. 173. III. 457
s. 42. arrears of rent, &c., II. 151. III. 457
s. 43, 44. to what courts the act extends, 450
c. 42. s. 2. actions against and by executors, I. 121
s. 3. limitation of actions for debts of specialty, I. 59. III. 457
s. 37, 38. rents, III. 285
c. 74. s. 1. where the act applies to Ireland, I. 99. V. 63. App. VII. 12
s. 2. fines and recoveries abolished, I. 78, 79. 93. 208. 367. 371. 407. II. 5, 6. 83. 333. 337. V. 71. 81. 87. 103. 189. 216. 338. 348. 475. 477, 478. VI. 425. 480
s. 3. assurances by persons under covenants to levy fines, V. 177
s. 4—6. ancient demesne, I. 38. 93. V. 104, 105. 240. 439. App. VII. 12.

WILL. IV.—*continued.*

- 3 & 4. c. 74. s. 7—12. defects in fines and recoveries, I. 93. V. 138. 141. 144. 309, 310. 353, 354. App. VII. 18
s. 14. warranty abolished, I. 79. 93. IV. 355. 361, 362. 365. V. 169
s. 15. disposition by tenant in tail, I. 80. 83. 93
s. 16, 17. tenant in dower, I. 166. 200. IV. 332. V. 231. 408
s. 18. estates tail of the gift of the crown, I. 79. 92. V. 232. 415
——. Tenant in tail after possibility, &c., I. 138
s. 19. base fee, I. 93
s. 20. expectancies of issue in tail not barrable, V. 233
s. 21. alienation by tenant in tail, I. 93
s. 22—37. protector, 88. 93—96
s. 38. voidable estate created by tenant in tail, I. 96
s. 39. base fee when not merged in the inheritance, I. 56. 65. II. 362. V. 168. VI. 481, 482. 491. 495
s. 40. contracts of tenant in tail, not binding on issue, I. 84
s. 41. modes of assurance by tenant in tail, I. 93, 96.

Table of Statutes.

41

WILL. IV.—continued.

- 3 & 4. c. 74. s. 41. inrolment, I. 93. 96
- s. 42—49. consent of protector, 96, 97
- s. 50—54. copyholds, 97. 291. V. 184. 486 —488. App. VII. 12.
- s. 55—68. bankrupts' estates tail, I. 58. 88, 89. 293. V. 488, 489
- s. 71—75. entailed money land, I. 99. V. 63.
- s. 77, 78. dispositions by femes covert, I. 100. IV. 19. App. VII. 12, 13—17
- s. 79—89. acknowledgment by married women, V. 106. 117. 316. App. VII. 19.
- s. 90. copyhold—examination of married women, IV. 19
- s. 91. disposition by married women, when husband under incapacity, App. VII. 14 —lunatics, &c. IV. 19
- s. 92. act does not relate to Ireland, I. 79. 93. V. 63
- c. 104. real estate in the hands of heir or devisee liable to simple contract debts, I. 58, 59. 284. II. 103. 340. 360. III. 9. VI. 354. 481.
- c. 105. s. 1—4. what estates are liable to dower, I. 158. 160. 162, 163. 409, 410. II. 97
- s. 5—10. how barred and

WILL. IV.—continued.

- restricted, I. 160, 161. 163. 166. 178. 181. 185. 210
- s. 11. agreement not to bar dower, 161
- s. 12. legacies in bar of dower entitled to preference, 161. 181. 185
- s. 13. dower ad ostium ecclesie, and ex assensu patris abolished, 153
- s. 14. to what married women, act applies, 156. 160. 174. II. 97
- c. 106. s. 1. act extends to copyholds, I. 283 —gavelkind, &c., III. 387, 388
- s. 1, 2. actual seisin not necessary, I. 50. III. 328, 329. 336. 344. 351. 378. 380. 383
- s. 3. limitations in deeds and wills to heirs of settlor, &c., give new estates, I. 374. II. 209. 336. III. 336. 338. 341. IV. 197. V. 468. VI. 124. 127
- s. 6. lineal ancestors may inherit, III. 327. 331 335
- s. 7, 8. rules of descent, 332. 351
- s. 9. half blood may inherit, 343. 388. 390. 398
- s. 10. descent may be traced through attainted persons, 325
- s. 11. to what descents act extends, 354

WILL. IV.—*continued.*

- 4 & 5. c. 22. apportionment of rents,
App. VII. 2
- c. 23. escheat and forfeiture of
trust estates, 4
- c. 30. exchange of common
field lands, 6, 7

WILL. IV.—*continued.*

- 4 & 5 c. 83. tithes, App. VII. 11
- c. 92. abolition of fines, and
recoveries in Ireland,
VI. 425. App. VII.
12

AN

INDEX

OF THE

NAMES OF THE CASES

ABRIDGED AND CITED.

The asterisk * indicates the cases added in the present edition.

| A. | | Vol. Page |
|---|--------------|-----------|
| ABBOT v. Burton, Title <i>Remainder</i> | | |
| | II. 320 | |
| ———, <i>Recovery</i> | V. 399 | |
| * Abbott v. Hicks, <i>Estate for Life</i> | | |
| | I. 116 | |
| * Abel v. Heathcote, <i>Power</i> | IV. 179, | |
| | 180 | |
| Abergavenny's Case, <i>Joint Tenancy</i> | | |
| | II. 376. 383 | |
| ———, (Lord) Case, | | |
| <i>Dignities</i> | III. 136 | |
| * Abergavenny (Barony) Case, <i>id.</i> | | |
| | 131 | |
| Abingdon's Case, <i>Dower</i> | I. 171 | |
| Abney ex parte, <i>Fine</i> | V. 119 | |
| ——— v. Miller, <i>Devise</i> | VI. 112 | |
| * Abraham v. Alman, <i>id.</i> | 161 | |
| ——— v. Bubb, <i>Estate Tail</i> | | |
| <i>after Possibility, &c.</i> | I. 137 | |
| * Abraham v. Bubb, <i>Estate for</i> | | |
| <i>Years</i> | 233 | |
| * ———, <i>Remainder</i> | | |
| | II. 316 | |
| * ——— v. Twigg, <i>Deed</i> | IV. 281 | |
| Acherley v. Vernon, <i>Devise</i> | VI. 115 | |
| | —119 | |
| Ackland v. Ackland, <i>id.</i> | 222 | |
| ——— v. Attwell, <i>Estate for Life</i> | | |
| | I. 131 | |
| Ackroyd v. Smithson, <i>Trust</i> | 395 | |
| Acton's Case, <i>Deed</i> | IV. 266 | |
| Acton v. Baldwin, <i>Recovery</i> | V. 358 | |
| Adams v. Adams, <i>Deed</i> | IV. 202 | |
| * ——— v. Gibney, <i>id.</i> | 370 | |
| ——— v. Hincloe, <i>Copyhold</i> | I. 274 | |
| ——— v. Savage, <i>Use</i> | 376 | |
| * ———, <i>Remainder</i> | II. 361 | |
| ——— v. Waller, <i>Tithes</i> | III. 44 | |
| Addington v Clode, <i>Prescription</i> | 424 | |

| | Vol. Page | | Vol. Page |
|--|-------------|--|---------------|
| Addis v. Clement, <i>Devise</i> | | Amand v. Bradburn, (2 Cha. Ca. 138) | |
| VI. 186—189. 192 | | Trust I. 457 | |
| Addison v. Dawson, <i>Fine</i> | V. 254 | Amble v. Jones, <i>Devise</i> | VI. 142 |
| — v. Otway, <i>Recovery</i> | 341. 346 | Ambrose v. Ambrose, <i>Trust</i> | I. 410 |
| Ager v. Pool, <i>Devise</i> | VI. 270 | Amesbury v. Brown, <i>Mortgage</i> | |
| Aggars v. Pickerell, <i>Mortgage</i> | II. 114 | II. 155 | |
| Ailesbury v. Pattison, <i>Franchise</i> | | Amhurst v. Dowling, <i>Advowson</i> | |
| III. 264 | | III. 19 | |
| Ailett v. Walker, <i>Recovery</i> | V. 348 | — v. Litton, <i>Devise</i> | VI. 142 |
| Airlie, Earldom, <i>Dignities</i> | III. 160 | Ancaster v. Mayer, <i>Estate in Fee</i> | I. 59 |
| — — — — — <i>Descent</i> | 387 | — — — — — <i>Mortgage</i> | |
| Aislabie v. Rice, <i>Estate on Condition</i> | | II. 137. 142 | |
| II. 27 | | Anderson's Case, <i>Estate Tail</i> | I. 85 |
| Aland v. Malon, <i>Recovery</i> | V. 427 | *Anderson v. Dwyer, <i>Jointure</i> | 206 |
| Alban St., Sir John's Case, <i>id.</i> | 350 | — v. Martindale, <i>Deed</i> | |
| Alban St. v. Shore, <i>Condition</i> | II. 28 | IV. 371 | |
| Albany's Case, <i>Deed</i> | IV. 234 | *Andree v. Ward, <i>Devise</i> | VI. 408 |
| *Albemarle v. Rogers, <i>Advowson</i> | III. 11 | Andrew v. Southouse, <i>id.</i> | 218. 227 |
| *Alcock v. Cooke, <i>King's Grant</i> | | Andrews v. Emmot, <i>Deed</i> | IV. 200 |
| V. 57 | | — v. Fulham, <i>Devise</i> | VI. 413 |
| Alden v. Gregory, <i>Prescription</i> | | *Anglesea, Earldom of, <i>Dignities</i> | |
| III. 468 | | III. 220 | |
| Aldred's Case, <i>id.</i> | 427 | Annandale v. Harris, <i>Deed</i> | IV. 418 |
| Alexander v. Alexander, <i>Deed</i> | | Anonymous, <i>Estate in Fee</i> | I. 60 |
| IV. 207. 211 | | * — — — — —, <i>Estate Tail after</i> | |
| Alford v. Alford, <i>id.</i> | 223 | Possibility, &c. I. 137 | |
| *Allan v. Backhouse, <i>Mortgage</i> | | — — — — —, <i>Estate for Life</i> | 117 |
| II. 149 | | — — — — —, <i>Estate for Years</i> | 229 |
| Allen v. Heber, <i>Devise</i> | VI. 125 | — — — — —, <i>Jointure</i> | 192. 206 |
| — v. Palmer, <i>Alienation by Custom</i> | V. 471 | — — — — —, <i>Copyhold</i> | 289. 305. 329 |
| — v. Poulton, <i>Devise</i> | VI. 40 | — — — — —, <i>Use</i> | 358 |
| — v. Sayer, <i>Trust</i> | I. 449 | — — — — —, <i>Trust</i> | 391. 453 |
| — — — — — <i>Fine</i> | V. 255 | — — — — —, <i>Estate on Condition</i> | |
| Alpass v. Watkins, <i>Deed</i> | IV. 309 | II. 31 | |
| Alsop v. Pine, <i>id.</i> | 170 | — — — — —, <i>Estate by Statute, &c.</i> | 63 |
| Altham v. Anglesea, <i>Use</i> | I. 356, 375 | — — — — —, <i>Mortgage</i> | 79. 106. 116. |
| — — — — — <i>Recovery</i> | V. 291 | — — — — —, <i>Remainder</i> | 227. 239. |
| *Alton Woods, Case of, <i>Private Act</i> | | 322 | |
| 18. 22. 56. 60 | | — — — — —, <i>Tithes</i> | III. 42, 43 |

Names of Cases.

45

| | Vol. Page | | Vol. Page |
|---|--------------------|--|------------------|
| Anonymous, Common | III. 78. 83 | Armstrong v. Wolsey, Use | I. 371 |
| ————, Descent | 391 | Arnald v. Arnald, Devise | VI. 93 |
| ————, Prescription | 468 | *Arnold v. Chapman, Mortmain | 16 |
| ————, Deed | IV. 26, 27. 58. | *———— v. Preston, Devise | 166 |
| 76. 99. 137. 212. 228. 237. 292. 386 | | ———— v. Kempstead, Dower | I. 182. 184. 186 |
| ————, Fine | V. 74. 110. 174. | *Arnsby v. Woodward, Deed | IV. 73 |
| ———— | 176. 241. 243 | Arthington v. Coverley, Advowson | III. 15 |
| ————, Recovery | 273. 275. 409. | ———— v. Fawkes, Common | 80 |
| ———— | 425 | Arton v. Hare, Remainder | II. 204 |
| ————, Devise | VI. 21. 25. 55. | Arundel, Barony, Dignities | III. 131 |
| ———— | 256. 274. 329. 366 | ———— v. Arundel, Fine | V. 109. |
| *————, Merger | 476 | ———— | 237 |
| ————, v. Langton, Trust | I. 422 | ———— v. Gloucester (Ep.) Advowson | III. 20 |
| ————, v. Palmer, Common | III. 74. 80 | ———— (Lady) v. Phipps, Deed | IV. 441 |
| Anley v. Chapman, Devise | VI. 227. | ———— v. Steere, Common | III. 70 |
| ———— | 267 | Arundell v. Phillpot, Deed | IV. 229 |
| *Anthony v. Rees, id. | 229 | Ascough v. Johnson, Mortgage | II. 187 |
| Antrim v. Bucks, Deed | IV. 144 | *Ash & Ux & Watts, Fine | V. 141 |
| Aphary v. Bodingham, Reversion | II. 343. 354 | Ashburnham v. St. John, Estate by Statute, &c. | II. 51 |
| *————, Deed | IV. 426 | Ashenhurst v. James, Mortgage | II. 152 |
| Appleton v. Binks, id. | 369 | Ashmead v. Ranger, Copyhold | I. 281 |
| Ap. Rice's case, Estate Tail after Possibility, &c. | I. 137 | Ashton's Case, Jointure | 195 |
| Archer's Case, Remainder | II. 270. | Ashton v. Ashton, Devise | VI. 308 |
| ———— | 273. 283. 304. 306 | Aspinall v. Kempson, Trust | I. 444 |
| ————, Deed | IV. 328 | Aspinwall v. Leigh, Estate for Life | 126 |
| ————, Fine | V. 160 | *Astley v. Milles, Merger | VI. 497 |
| ————, Devise | VI. 280, 281. 295 | Aston v. Aston, Estate for Life | I. 129 |
| ————, Merger | 483 | ———— v. Smallman, Joint Tenancy | II. 370 |
| Archer v. Snatt, Mortgage | II. 106 | Atherton v. Pye, Devise | VI. 349. 352 |
| Ards v. Watkin, Rents | III. 304 | | |
| Argenton v. Westover, Fine | V. 108 | | |
| Argoll v. Cheney, Use | I. 378 | | |
| *————, Deed | IV. 408 | | |
| *Armstrong v. Eldridge, Devise | VI. 335. 340, 341 | | |

| Vol. Page | Vol. Page |
|---|---|
| *Athol, Dukedom of, <i>Dignities</i> | Attorney-General v. Hall, <i>Mortmain</i> |
| III. 159 | 160. 161 |
| Atkinson v. Hutchinson, <i>Devise</i> | * ——— v. Hamilton, <i>Deed</i> |
| VI. 404 | IV. 180 |
| ——— v. Baker, <i>Estate for Life</i> | ——— v. Hungate, <i>King's</i> |
| I. 113 | <i>Grant</i> V. 61 |
| Atkyns v. Atkyns, <i>Devise</i> VI. 198 | * ——— v. Lloyd, <i>Devise</i> |
| Attersoll v. Stevens, <i>Estate for Years</i> | VI. 80. 82 |
| I. 231 | ——— v. Duke of Marl- |
| Attoe v. Hemmings, <i>Deed</i> IV. 245 | borough, <i>Estate Tail</i> I. 74 |
| Attorney-General v. Alston, <i>id.</i> 421 | * ——— v. Meyrick, <i>Mort-</i> |
| ——— v. Andrew, <i>Condi-</i> | <i>main</i> VI. 16 |
| <i>tion</i> II. 26 | * ——— v. Munby, <i>Deed</i> |
| * ———, <i>Estate</i> | IV. 22 |
| <i>by Statute, &c.</i> 51 | ——— v. Parnter, <i>id.</i> |
| ——— v. Barnes, <i>Devise,</i> | 412 |
| VI. 57 | * ———, <i>De-</i> |
| ——— v. Bayley, <i>id.</i> 404 | <i>visé</i> VI. 14 |
| ——— v. Bowyer, <i>Mort-</i> | ——— v. Pomfret, <i>Deed</i> |
| <i>gage</i> II. 90 | IV. 17 |
| ——— v. Buller <i>Devise</i> | ——— v. Resbey, <i>Estate</i> |
| VI. 202, 203 | <i>in Fee</i> I. 60 |
| ——— v. Christ's Hospi- | ——— v. Sands, <i>Trust</i> |
| <i>tal, Condition</i> II. 26 | I. 412. 426 |
| ——— v. Coventry, <i>Rents</i> | * ———, <i>Escheat</i> |
| III. 285 | III. 405 |
| ——— v. Crofts, <i>Mortgage</i> | * ———, <i>Deed</i> |
| II. 105 | IV. 422 |
| ——— v. Day, <i>Deed</i> | ——— v. Scott, <i>Trust</i> |
| IV. 33 | I. 382. 411 |
| ——— v. Downing, <i>De-</i> | * ———, <i>Mort-</i> |
| <i>visé</i> VI. 116—118. 132 | <i>gage</i> II. 102 |
| * ——— v. Marquis of Down- | * ———, <i>Deed</i> |
| shire, <i>King's Grant</i> V. 56 | IV. 211 |
| ——— v. Lord Eardley, | * ——— v. Sibthorp, <i>Devise</i> |
| <i>Prescription</i> III. 458 | VI. 134 |
| ——— v. Gill, <i>Devise</i> | ——— v. Sutton, <i>id.</i> 244 |
| VI. 237 | ——— v. Tancred, <i>Deed</i> |
| * ——— v. Goddard, <i>Mort-</i> | IV. 22 |
| <i>main</i> 16 | * ———, <i>Devise</i> |
| * ——— v. Graves, <i>id.</i> 16 | VI. 16 |

Names of Cases.

47

| | Vol. Page |
|---|------------------------|
| Attorney-General v. Turner, <i>King's Grant</i> | V. 56 |
| ———— v. Vigor, <i>Devise</i> | VI. 103. 123. 197. 204 |
| ———— v. Vincent, <i>Copyhold</i> | I. 310 |
| * ————— v. Warde, <i>Devise</i> | VI. 82 |
| * ————— v. Weymouth, <i>Mortmain</i> | 16 |
| Attree v. Scutt, <i>Copyhold</i> | I. 303. 305 |
| * Aubin v. Daly, <i>Estate Tail</i> | 73 |
| * —————, <i>Rents</i> | III. 292 |
| Aubrey v. Fisher, <i>Estate for Life</i> | I. 116 |
| * —————, <i>Tithes</i> | III. 42 |
| Audley v. Audley, <i>Deed</i> | IV. 172 |
| Audrey v. Smallcombe, <i>Tithes</i> | III. 47 |
| Auncelme v. Auncelme, <i>Copyhold</i> | I. 295 |
| Austen v. Taylor, <i>Devise</i> | VI. 287. 310 |
| Austin v. Austin, <i>Deed</i> | IV. 208 |
| —— v. Bennett, <i>Copyhold</i> | I. 306 |
| —— v. Nicholas, <i>Tithes</i> | III. 40 |
| Aveling v. Knipe, <i>Joint Tenancy</i> | II. 371 |
| Avelyn v. Ward, <i>Devise</i> | VI. 414 |
| Ayd v. Flower, <i>Tithes</i> | III. 44 |
| Aylesford's Case, <i>Deed</i> | IV. 39 |
| * Ayliffe v. Murray, <i>Trust</i> | I. 456 |
| —— v. Tracy, <i>Deed</i> | IV. 37 |
| Aylor v. Chep, <i>Devise</i> | VI. 329 |
| * —————, <i>Joint Tenancy</i> | II. 367 |
| * Aynesly v. Wordsworth, <i>Rents</i> | III. 309 |
| Ayray v. Billingham, <i>Copyhold</i> | I. 281 |
| Ayres v. Willis, <i>Dower</i> | 185 |

Vol. Page

B

| | |
|---|-----------------------------|
| Babington v. Wood, <i>Advowson</i> | III. 30 |
| Back v. Andrews, <i>Trust</i> | I. 402 |
| * —————, <i>Joint Tenancy</i> | II. 374 |
| Backhouse v. Wells, <i>Devise</i> | VI. 298. 300 |
| Bacon v. Bacon, <i>Descent</i> | III. 321 |
| * — v. Proctor, <i>Accumulation</i> | VI. 459 |
| * — v. Smith, <i>Tithes</i> | III. 51 |
| Baddeley v. Leppingwell, <i>Devise</i> | VI. 225 |
| Badger v. Ford, <i>Copyhold</i> | I. 263 |
| * —————, <i>Common</i> | III. 72 |
| * — v. Lloyd, <i>Devise</i> | VI. 384 |
| * Badham v. Mee, <i>Deed</i> | IV. 186. 238 |
| Baggott v. Oughton, <i>Mortgage</i> | II. 139. 146 |
| ————, <i>Deed</i> | IV. 163, 164 |
| Bagshaw v. Bossley, <i>Advowson</i> | III. 34 |
| —— v. Spencer, <i>Trust</i> | I. 386. 403 |
| ————, <i>Recovery</i> | V. 386 |
| ————, <i>Devise</i> | VI. 284. 286, 287. 289. 301 |
| * Bailey v. Ekins, <i>Estate in Fee</i> | I. 57 |
| * —————, <i>Devise</i> | VI. 359 |
| * Bailis v. Gale, <i>id.</i> | 214. 221. 271 |
| Baily v. Murin, <i>Reversion</i> | II. 343 |
| Baker v. Beresford, <i>Copyhold</i> | I. 285 |
| * — v. Child, <i>Fine</i> | V. 179 |

| Vol. Page | Vol. Page. |
|---|--|
| Baker v. Harris, <i>Mortgage</i> | * Barker v. Barker, <i>Curtsey</i> I. 142. |
| II. 174 | 148 |
| —— v. Holtzaffell, <i>Rents</i> | —— v. Giles, <i>Devise</i> VI. 340. |
| III. 299, 300 | 342 |
| —— v. Johnson, <i>Recovery</i> V. 341 | —— v. Hill, <i>Alienation by cus-</i> |
| —— v. Mountford, <i>Advowson</i> | tom V. 474 |
| III. 24 | —— v. Keat, <i>Use</i> I. 358 |
| —— v. Wall, <i>Devise</i> VI. 168. 231 | ——, <i>Deed</i> IV. 114. 116 |
| —— v. Willis, <i>Fine</i> V. 157 | ——, <i>Recovery</i> V. 311 |
| * ———, <i>Merger</i> VI. 483 | —— v. Lomax, <i>Advowson</i> |
| —— v. Wind, <i>Mortgage</i> II. 67 | III. 18 |
| Bach v. Phelps, <i>Fine</i> V. 111 | —— v. Smith, <i>Devise</i> VI. 342 |
| Baldwin's Case, <i>Deed</i> IV. 274 | —— v. Suretees, <i>id.</i> 144 |
| * ——— v. Tudge, <i>Tenures</i> I. 33 | * Barlow v. Rhodes, <i>Right of way</i> |
| Bale v. Coleman, <i>Devise</i> VI. 284 | III. 91 |
| Balfour v. Welland, <i>Trust</i> I. 454 | * ———, <i>Deed</i> IV. |
| Ball v. Burnford, <i>Deed</i> IV. 442 | 265 |
| —— v. Cock, <i>Fine</i> V. 74 | —— v. Salter, <i>Devise</i> VI. 402 |
| Ballet v. Spranger, <i>Mortgage</i> II. 149 | Barnard v. Godacall, <i>Deed</i> IV. 375 |
| Bally v. Wills, <i>Deed</i> IV. 372 | —— v. Large, <i>Remainder</i> |
| * Balmain v. Shore, <i>Tenancy in Com-</i> | II. 297 |
| mon II. 409 | —— v. Woodcock, <i>Recovery</i> |
| Bamfield v. Popham, <i>Devise</i> | V. 318 |
| VI. 141. 255 | Barnardiston v. Carter, <i>Remainder</i> |
| —— v. Wyndham, <i>Mortgage</i> | II. 217 |
| II. 136 | —— v. Fane, <i>Estate on Con-</i> |
| * Banbury, <i>Earldom of, Dignities</i> | diti ^o n 31 |
| III. 224 | Barnes v. Corke, <i>Copyhold</i> I. 294 |
| Banker's Case, <i>King's Grant</i> V. 46 | —— v. Crowe, <i>Devise</i> VI. 116. |
| * Banks v. Denshire, <i>Devise</i> VI. 205 | 119. 121 |
| * ——— v. Holme, <i>id.</i> 384 | —— v. Patch, <i>id.</i> 175 |
| Banks v. Sutton, <i>Trust</i> , | Barnett v. Weston, <i>Mortgage</i> II. |
| I. 410, 411. 435 | 166. 174 |
| * ———, <i>Mortgage</i> | * Barnewell v. Cawdor, (Lord) <i>id.</i> |
| II. 99. 101, 102 | 128 |
| * Banne, <i>Fishery of the King's</i> | Barrett v. Glubb, <i>Advowson</i> III. 11. |
| <i>Grant</i> V. 55 | 27. 29 |
| Barber v. Nunn, <i>Fine</i> 74 | Barrington's Case, <i>Private Act</i> V. 8 |
| * Barolay v. Raine, <i>Deed</i> IV. 393 | * Barrington v. Horn, <i>Fine</i> V. 179 |
| Baring v. Nash, <i>Tenancy in common</i> | Barron v. Martin, <i>Mortgage</i> II. 117 |
| II. 413 | Barry v. Edgworth, <i>Devise</i> VI. 213 |

Names of Cases.

49

| | Vol. | Page |
|---|------|--------------------|
| * Barry v. Nugent, <i>Deed</i> | IV. | 55. |
| Bartholomew v. Belfield, <i>Fine</i> | V. | 189 |
| * ——— v May, <i>Mortgage</i> | | |
| | II. | 127 |
| Bartlett v. Downes, <i>Trust</i> | I. | 445 |
| * ——— <i>Offices</i> | III. | 99 |
| —— v. Hodgson, <i>Trust</i> | I. | 455 |
| —— v. Pickersgill, <i>id.</i> | | 392 |
| Barton's Case, <i>Remainder</i> | II. | 280 |
| —— <i>Deed</i> | IV. | 108 |
| —— <i>Recovery</i> | V. | 274 |
| * Barton v. Briscoe, <i>Deed</i> | IV. | 234 |
| * ——— v. Fitzgerald, <i>id.</i> | | 384 |
| * ——— v. Lever, <i>Recovery</i> | V. | 373. |
| | | 394 |
| Bartram v. Towne, <i>Fine</i> | V. | 144 |
| Barwick v. Foster, <i>Rents</i> | III. | 282 |
| Bashpool's Case, <i>Devise</i> | VI. | 124 |
| Basket v. Pierce, <i>Fine</i> | V. | 181. 192 |
| Basset's Case, <i>Deed</i> | IV. | 125 |
| Basset v. Basset, <i>Remainder</i> | II. | 253 |
| * ——— <i>Devise</i> | VI. | 452 |
| —— v. Clapham, <i>Remainder</i> | | |
| | II. | 291 |
| * Bassett v. Bassett, <i>Jointure</i> | I. | 200 |
| Bate v. Amherst, <i>Devise</i> | VI. | 15. |
| | | 165 |
| Bateman v. Bateman, <i>Mortgage</i> | | |
| | II. | 124 |
| * ——— <i>Devise</i> | | |
| | VI. | 362 |
| * Bates's Case, <i>Merger</i> | | 469 |
| Bates v. Bates, <i>Dower</i> | I. | 163 |
| * ———, <i>Deed</i> | IV. | 308 |
| Bateson v. Greene, <i>Common</i> | III. | 74 |
| Bath's (Lord) Case, <i>Recovery</i> | V. | 386 |
| Bath, (Earl of) v. Abney, <i>Copyhold</i> | | |
| | I. | 294 |
| —— v. Bradford, <i>Devise</i> | VI. | 363 |
| —— and Montague's Case, <i>Deed</i> | | |
| | IV. | 189. 191. 227. 229 |

VOL. VII.

| | Vol. | Page |
|---|------|---------------|
| Battersbee v. Farrington, <i>Deed</i> | IV. | |
| | 427. | 437 |
| Baugh v. Haynes, <i>id.</i> | | 64, 65 |
| Bawdes v. Amhurst, <i>id.</i> | | 34. 40 |
| Bax v. Whitbread, <i>id.</i> | | 210, 211 |
| Baxter v. Browne, <i>id.</i> | | 55 |
| * ——— v. Dyer, <i>Devise</i> | VI. | 110 |
| —— v. Knollys, <i>Tithes</i> | III. | 49 |
| —— v. Manning, <i>Mortgage</i> | | |
| | II. | 106 |
| * Bayard v. Smith, <i>Devise</i> | VI. | 340 |
| Bayley v. Morris, <i>Deed</i> | IV. | 313 |
| —— v. Oxford University, <i>Recovery</i> | V. | 340 |
| * ——— v. Snelham, <i>Devise</i> | VI. | 166 |
| —— v. Stevens, <i>Descent</i> | III. | 389 |
| —— v. Warburton, <i>Deed</i> | | |
| | IV. | 143 |
| Bayly v. Robson, <i>Mortgage</i> | II. | 107 |
| * Baynes v. Baynes, <i>Estate Tail</i> | | |
| | I. | 98 |
| Baynham v. Guy's Hospital, <i>Deed</i> | | |
| | IV. | 402 |
| Bays v. Bird, <i>id.</i> | | 267 |
| Beachcroft v. Beachcroft, <i>Devise</i> | | |
| | VI. | 355 |
| Beale v. Beale, <i>Deed</i> | IV. | 137 |
| —— v. Doe, <i>Devise</i> | VI. | 452 |
| Bear's Case, <i>id.</i> | | 126 |
| * Bearblock v. Hancock, <i>Tithes</i> | | |
| | III. | 43 |
| * ——— v. Tyler, <i>id.</i> | | 41 |
| Beard v. Nutthall, <i>Jointure</i> | | |
| | I. | 202. 205 |
| —— v. Westcott, <i>Deed</i> | | |
| | IV. | 339. 350 |
| * ———, <i>Devise</i> | | |
| | VI. | 149. 152. 382 |
| * Bearspark v. Hutchinson, <i>Estate for Life</i> | I. | 113 |
| Beaudeley v. Brook, <i>Deed</i> | IV. | 100 |

E

| | Vol. Page | | Vol. Page |
|--|------------------|---|-------------------------|
| Beaumont Barony, Case of, <i>Dignities</i> | III. 202 | Bennett v. Tankerville, <i>Devise</i> | VI. 94. 283 |
| Beaumont's Case, <i>Fine</i> | V. 167 | Benson v. Chester, <i>Common</i> | III. 67 |
| —————, <i>Recovery</i> | 413 | ———— v. Hodson, <i>Recovery</i> | V. 390 |
| —————, <i>Merger</i> | VI. 483 | ———— v. Scott, <i>Copyhold</i> | I. 287 |
| ———— v. Field, <i>Deed</i> | IV. 255 | ————— <i>Alienation by Custom</i> | V. 458. 460 |
| * Bebb v. Penoyre, <i>Devise</i> | VI. 182 | Bentham v. Wiltshire, <i>Devise</i> | VI. 362 |
| Beck's Case, <i>Deed</i> | IV. 281 | Beresford's Case, <i>Deed</i> | IV. 281 |
| Becket v. Cordley, <i>Mortgage</i> | II. 170 | Berkeley's, (Lord) Case, <i>Estate Tail</i> | I. 86 |
| Beckwith's Case, <i>Use</i> | I. 372 | Berkeley Barony, Case of, <i>Dignities</i> | III. 129. 326 |
| —————, <i>Deed</i> | IV. 128, 129 | ———— v. Warwick, <i>Joint Tenancy</i> | II. 385 |
| Bedell's Case, <i>id.</i> | 108. 254 | Berner's Barony, Case of, <i>Dignities</i> | III. 200 |
| Bedell v. Constable, <i>Devise</i> | VI. 13 | Berney v. Harvey, <i>Tithes</i> | 57, 58 |
| Bedford's Case, <i>Use</i> | I. 376 | Berrington v. Parkhurst, <i>Fine</i> | V. 120. 244 |
| Bedford v. Backhouse, <i>Deed</i> | IV. 450—452. 460 | Berrisford v. Milward (2 Atk. 49.) | <i>Mortgage</i> II. 169 |
| ———— (Earl of) v. Forster, <i>Fine</i> | V. 111 | Berry v. Rich, <i>Deed</i> | IV. 169 |
| * ——— v. Varney, <i>Dower</i> | I. 155 | ———— v. Taunton, <i>Condition</i> | II. 7, 8 |
| Bedingfield's Case, <i>Estate in Fee</i> | 80 | * ——— v. Wade, <i>Fine</i> | V. 179 |
| —————, <i>Dower</i> | 176 | Bertie v. Faulkland (Lord) <i>Condition</i> | II. 14. 17 |
| Belch v. Harvey, <i>Mortgage</i> | II. 116 | —————, <i>Remainder</i> | 239 |
| Belchier v. Renforth, <i>id.</i> | 191 | —————, <i>Devise</i> | VI. 153 |
| Belfour v. Weston, <i>Rents</i> | III. 299 | Best v. Stamford, <i>Trust</i> | I. 419 |
| * Bell v. Phyn, <i>Tenancy in Common</i> | II. 409 | Bettison v. Farringdon, <i>Recovery</i> | V. 382 |
| * ———, <i>Devise</i> | VI. 148. 406 | Bettisworth's Case, <i>Deed</i> | IV. 47 |
| Bellamy v. Burrow, <i>Offices</i> | III. 99 | Beverley's Case, <i>Fine</i> | V. 210 |
| Bellasis v. Compton, <i>Trust</i> | I. 392 | Beverley v. Beverley, <i>Remainder</i> | II. 207 |
| Bellew v. Langdon, <i>Common</i> | III. 75 | Bevil's Case, <i>Prescription</i> | III. 432 |
| * Belt v. Mitchelson, <i>Devise</i> | VI. 230 | Bewick v. Whitfield, <i>Estate for Life</i> | I. 126 |
| Benger v. Drew, <i>Trust</i> | I. 398 | | |
| * Bengough v. Edridge, <i>Deed</i> | IV. 341 | | |
| Benicombe v. Parker, <i>id.</i> | 46 | | |
| Bennet v. Box, <i>Trust</i> | I. 413 | | |
| ———— v. Davis, <i>id.</i> | 404. 409 | | |
| ———— v. King, <i>Prescription</i> | III. 456 | | |
| ———— v. Reeve, <i>Common</i> | 67 | | |
| Bennett v. Honeywood, <i>Devise</i> | VI. 438 | | |

Names of Cases.

51

| | Vol. Page | | Vol. Page |
|---|-------------------|---|------------------------|
| Bibb v. Thomas, <i>Devise</i> | VI. 84 | *Blake v. Luxton, <i>Estate for Life</i> | I. 104 |
| *Bibye v. Huxley, <i>Estate for Life</i> | I. 116 | Blamford v. Blamford <i>Joint Tenancy</i> | II. 367 |
| Bickford v. Pendarvis, <i>Deed</i> | IV. 263 | Bland v. Bland, <i>Devise</i> | VI. 159 |
| *Bickley v. Guest, <i>id.</i> | 186. 237 | Blandford v. Marlborough, <i>Deed</i> | IV. 149. 152 |
| *————— <i>Fine</i> | V. 185 | Blatch v. Wilder, <i>Devise</i> | VI. 362 |
| *————— <i>Recovery</i> | 389 | Blaxton v. Stone, <i>id.</i> | 242, 243 |
| Bicknell v. Gough, <i>Prescription</i> | III. 468 | Blenco v. Marston, <i>Tithes</i> | III. 52 |
| *Biddle v. Perkins, <i>Power of Sale and Exchange</i> | IV. 183. 185 | Blenkarne v. Jennens, <i>Alienation by Custom</i> | V. 474 |
| Biddulph v. Biddulph, <i>Estate in Fee</i> | I. 46 | Blewett v. Millett, <i>Trust</i> | I. 397 |
| —————, <i>Private Act</i> | V. 26 | Blewit's Case, <i>Copyhold</i> | 271 |
| Biggon v. Bridge, <i>Rents</i> | III. 282 | Blissett v. Cranwell, <i>Devise</i> | VI. 337. |
| Biggott v. Smith, <i>Remainder</i> | II. 277 | | 339 |
| Bindon v. Suffolk, <i>Devise</i> | VI. 333. 340 | Blitheman's Case, <i>Estate Tail</i> | I. 80 |
| *Bingham v. Woodgate, <i>Copyhold</i> | I. 258 | —————, <i>Dower</i> | 162 |
| *—————, <i>Merger</i> | VI. 467 | —————, <i>Deed</i> | IV. 107 |
| Binstead v. Coleman, <i>Deed</i> | IV. 254 | Blodwell v. Edwards, <i>Remainder</i> | II. 230 |
| *Birch v. Wade, <i>Devise</i> | VI. 163 | | |
| ———— v. Wright, <i>Estate at Will</i> | I. 247 | *Blosse v. Lord Clanmorris, <i>Recovery</i> | V. 423 |
| Bird v. Blosse, <i>Deed</i> | IV. 37 | Blount's Case, <i>Recovery</i> | V. 349 |
| *Birmingham v. Kirwan, <i>Dower</i> | I. 186 | Blount v. Winter, (3 P. Will. 276.) | <i>Jointure</i> I. 209 |
| Biscoe v. Perkins, <i>Remainder</i> | II. 301 | Blunden v. Baugh, <i>Estate at Will</i> | 244 |
| Blackborn v. Edgley, <i>Devise</i> | VI. 255 | —————, <i>Fine</i> | V. 124, 125 |
| Blackburn v. Graves, <i>Copyhold</i> | I. 295 | —————, <i>Recovery</i> | 305 |
| *———— v. Stables, <i>Devise</i> | VI. 15 | Blunt v. Clarke, <i>Alienation by Custom</i> | 460 |
| Blades v. Blades, <i>Deed</i> | IV. 453. 457. 459 | *———— v. Clitherow, <i>Devise</i> | VI. 205 |
| Blagden v. Bradbear, <i>id.</i> | 33. 43 | Boardman v. Mosman, <i>Trust</i> | I. 455 |
| Blague v. Gold, <i>Devise</i> | VI. 183 | Boddam v. Riley, <i>Mortgage</i> | II. 152 |
| Blake v. Blake, <i>Estate for Life</i> | I. 104 | *Boddington v. Abernethy, <i>Alienation by Custom</i> | V. 467. 472 |
| —————, <i>Alienation by Custom</i> | V. 484 | Bohoun v. Burton, <i>Fine</i> | 143 |
| | | Bohun's Case, <i>id.</i> | 140 |
| | | Bolderow v. Futter, <i>Recovery</i> | V. 313. |
| | | | 321 |

| | Vol. Page | | Vol. Page |
|---|------------------------|--|----------------------|
| Bole v. Horton, <i>Deed</i> | IV. 362, 363 | Bothomly v. Fairfax, <i>Deed</i> | IV. 95 |
| Bolls v. Winston, <i>Remainder</i> | II. 281 | Bottomley v. Fairfax, <i>Trust</i> | I. 409 |
| *Bolton v. Bolton, <i>Deed</i> | IV. 435 | Boughton v. Boughton, <i>Deed</i> | IV. 435 |
| —— v. Carlisle, <i>id.</i> | 409 | Boulcott v. Winmill, <i>Copyhold</i> | I. 263 |
| —— (Duke of) v. Williams, <i>Devise</i> | VI. 65 | Bould v. Winston, <i>Remainder</i> | II. 264. 280 |
| —— et ux. v. Humphries et al., <i>Condition</i> | II. 20 | ——, <i>Deed</i> | IV. 108 |
| Bon v. Smith, <i>Devise</i> | VI. 171 | Bourn v. Gibbs, <i>Devise</i> | VI. 161 |
| Bond v. Seawell, <i>id.</i> | 51 | Bourne v. Taylor, <i>Copyhold</i> | I. 283 |
| Bonham v. Newcomb, <i>Mortgage</i> | II. 73 | *Bovey's Case, <i>Deed</i> | IV. 436 |
| Bonifaut v. Greenfield, <i>Devise</i> | VI. 360 | * ———, <i>Merger</i> | VI. 468. 472 |
| *Bonner v. Bonner, <i>id.</i> | 67 | Bovey v. Skipwith, <i>Mortgage</i> | II. 187 |
| Boone v. Eyre, <i>Condition</i> | II. 29 | —— v. Smith, <i>Trust</i> | I. 450 |
| Booth's Case, <i>Estate for Years</i> | I. 231 | Bowater v. Ellis, <i>id.</i> | 407 |
| Booth v. Booth, <i>Mortgage</i> | II. 197 | Bowdler v. Smith, <i>Devise</i> | VI. 355 |
| * ——— v. Lambert, <i>Dower</i> | I. 171 | Bowen v. Edwards (2 Rep. in Cha. 117. {222}), <i>Mortgage</i> | II. 70 |
| Boothby v. Vernon, <i>Curtesy</i> | 148 | *Bowes v. East London Water Works Co., <i>Lease</i> | IV. 167 |
| ——, <i>Devise</i> | VI. 298 | Bowles's Case, <i>Estate for Life</i> | I. 122 |
| * ———, <i>Merger</i> | 473. 484 | ——, <i>Estate Tail after Possibility, &c.</i> | 135, 136 |
| *Bootle v. Blundell, <i>Estate in Fee</i> | I. 59 | ——, <i>Remainder</i> | II. 216. |
| * ———, <i>Mortgage</i> | II. 137 | ——, <i>Deed</i> | IV. 147. 308 |
| Bor v. Bor, <i>Devise</i> | VI. 16 | * ———, <i>Merger</i> | VI. 6. 472, 473. 485 |
| Boraston's Case, <i>Remainder</i> | II. 215. 225. 227, 228 | *Bowles v. Bertie, <i>Estate Tail after Possibility, &c.</i> | I. 136 |
| Borneford v. Packlington, <i>Copyhold</i> | I. 286 | —— v. Poore, <i>Rents</i> | III. 290 |
| Boson v. Statham, <i>Devise</i> | VI. 128 | * ——— v. Stewart, <i>Estate for Life</i> | I. 107 |
| Boteler v. Allington, <i>Trust</i> | I. 383. 449 | —— v. Walter, <i>Advowson</i> | III. 8 |
| * ———, <i>Advowson</i> | III. 11. 13 | *Boyce v. Hanning, <i>Power of Sale</i> | IV. 185 |
| Botetourt Barony, Case of, <i>Dignities</i> | 193 | Boycot v. Cotton, <i>Deed</i> | 137 |
| | | *Boyle v. Bishop of Peterborough, <i>id.</i> | 210 |
| | | Boynton v. Boynton, <i>Dower</i> | I. 185, 186 |

Names of Cases.

53

| | Vol. Page | | Vol. Page |
|---|-------------------|--|------------------------|
| Bozoun's Case, <i>King's Grant</i> | | Bret v. Cumberland, <i>Deed</i> | |
| | V. 61 | | IV. 368 |
| Brace v. Duchess of Marlborough, | | *Brett v. Beales, <i>Private Act</i> | V. 7 |
| <i>Mortgage</i> | II. 173. 183 | * — v. Brett, <i>Devise</i> | VI. 61 |
| *Bracebridge v. Cooke, <i>Merger</i> | | —— v. Rygden, <i>id.</i> | 128. 130 |
| | VI. 480 | Brewster v. Angell, <i>id.</i> | 364 |
| Bradbury v. Wright, <i>Rents</i> | III. 274 | —— v. Kitchin, <i>Deed</i> | IV. 372 |
| Bradford v. Belfield, <i>Devise</i> | VI. 217 | Brice v. Smith, <i>Devise</i> | VI. 233 |
| Bradford v. Foley, (Doug. 63.) <i>Re-</i> | | Bridge's Case, <i>Jointure</i> | I. 195 |
| <i>mainder</i> | II. 221 | * Bridges v. Bridges, <i>Merger</i> | VI. 483 |
| Bradshaw v. Eyr, <i>Common</i> | III. 82. | —— v. D. of Chandos, <i>Recovery</i> | |
| | 84 | | V. 284 |
| —— v. Lawson, <i>Copyhold</i> | | Bridges v. Hitchcock, <i>Deed</i> | |
| | I. 327 | | IV. 393. 396. 398 |
| Bradstock v. Scovell, <i>Fine</i> | V. 162 | Bridgwater v. Bolton, <i>Devise</i> | |
| Brady v. Cubitt, <i>Devise</i> | VI. 90. 104 | | VI. 175. 213, 214, 215 |
| Bramhall v. Hall, <i>Deed</i> | IV. 228 | —— v. Edwards, <i>Rents</i> | |
| *Brampton v. Kynaston, <i>Devise</i> | | | III. 288 |
| | VI. 311 | Bright v. Forth, <i>Copyhold</i> | I. 260 |
| *Brand, <i>In re</i> , <i>Deed</i> | IV. 18 | Bristol v. Hungerford, <i>Mortgage</i> | |
| * ———, <i>Recovery</i> | V. 351 | | II. 188, 189 |
| *Brandon, Dukedom of, <i>Dignities</i> | | * Bristow v. Boothby, <i>Devise</i> | VI. 370 |
| | III. 143 | * ——— v. Warde, <i>Deed</i> | IV. 210 |
| Bransby v. Grantham, <i>Devise</i> | | * Britton v. Twining, <i>Devise</i> | VI. 408 |
| | VI. 23 | * Broad v. Bevan, <i>id.</i> | 162 |
| Brasier's Case, <i>Fine</i> | V. 242 | Broderick v. Broderick, <i>Deed</i> | |
| Brassey v. Dawson, <i>Estate in Fee</i> | | | IV. 411 |
| | I. 61 | * ——— ———, <i>Devise</i> | VI. 53 |
| *Bray v. Hammersley, <i>Power of Ap-</i> | | Brome's (Sir J.) Case, <i>Fine</i> | V. 82 |
| <i>pointment</i> | IV. 204, 241 | Bromfield v. Crowther, <i>Remainder</i> | |
| —— v. Tracy, <i>Estate in Fee</i> | I. 120. | | II. 228 |
| | 128 | Brooke v. Biddolph, <i>Recovery</i> | V. 356 |
| Braybrooke v. Inskip, <i>Devise</i> | VI. 203 | —— v. Hertford, <i>Tenancy in Com-</i> | |
| Brediman's Case, <i>Reversion</i> | II. 345 | <i>mon</i> | II. 112, 113 |
| Bredon's Case, <i>Fine</i> | V. 220 | * ——— v. Oliver, <i>Dower</i> | I. 155 |
| * ———, <i>Merger</i> | VI. 475. | Brookes v. Brookes, <i>Deed</i> | IV. 272 |
| | 477. 86, 487 | * Broom v. Hore, <i>Rents</i> | III. 304 |
| Bree v. Holbech, <i>Deed</i> | IV. 389 | Brothers v. Bence, <i>Alienation by Cus-</i> | |
| *Breedon v. Breedon, <i>Devise</i> | VI. 362 | <i>tom.</i> | V. 463 |
| Brent's Case, (Dy. 340.) <i>Remainder</i> | | Brotherton v. Hatt, <i>Deed</i> | |
| | II. 259. 264. 278 | | IV. 455. 458 |

| | Vol. Page | | Vol. Page |
|--|-------------------|---|-------------------|
| Broughton v. Conway, <i>Deed</i> | IV. 382 | Brownsword v. Edwards, <i>Devise</i> | |
| ——— v. Errington, <i>Jointure</i> | | VI. 145. 147, 148. 411, 412. 421 | |
| ———, <i>Devise</i> | I. 216 | * Bruce v. Bainbridge, <i>id.</i> | 216 |
| ——— v. Langley, <i>Use</i> | VI. 153 | Brudenell v. Boughton, <i>id.</i> | 64. 79 |
| ———, <i>Trust</i> | I. 357. 369 | ——— v. Elwes, <i>Deed</i> | |
| ———, <i>Devise</i> | VI. 276 | IV. 203. 350 | |
| ——— v. Randall, <i>Dower</i> | I. 157 | Brudnell v. Roberts, <i>id.</i> | 372 |
| Brouncker v. Bagot, <i>Devise</i> | VI. 396 | * Bruin, demand, <i>Recovery</i> | V. 354 |
| Brown's Case, <i>Copyhold</i> | I. 294 | * Brummell v. Mackpherson, <i>Estate</i> | |
| ———, <i>Alienation by Custom</i> | V. 477 | on Condition | II. 7 |
| Brown's (Sir G.) Case, <i>Recovery</i> | 412 | ——— v. Prothero, <i>Estate in</i> | |
| Brown v. Barkham, <i>Mortgage</i> | II. 151, 152 | Fee | I. 59 |
| ——— v. Biggs, <i>Devise</i> | VI. 340 | * Brunker v. Cooke, <i>Devise</i> | VI. 32 |
| ——— v. Foster, <i>Alienation by Custom</i> | V. 456 | Bruyn's (Sir J.) case, <i>Fine</i> | V. 135 |
| ——— v. Gibbs, <i>Trust</i> | I. 434. 441 | Brydges v. Brydges, <i>Recovery</i> | |
| * ——— v. Higgs, <i>Deed</i> | IV. 231 | V. 389 | |
| * ———, <i>Devise</i> | VI. 163 | ——— v. Chandos, <i>Devise</i> | |
| ——— v. Holm, <i>Recovery</i> | V. 394 | VI. 99. 102. 106 | |
| ——— v. Jones, <i>Deed</i> | IV. 437 | * ——— v. Landon, <i>id.</i> | 356 |
| * ——— v. Kenyon, <i>Devise</i> | VI. 340 | Buchanan v. Hamilton, <i>Trust</i> | I. 461 |
| * ——— v. Parry, <i>Dower</i> | I. 186 | Buck v. Nurton, <i>Devise</i> | VI. 175 |
| * ——— v. Pocock, <i>Separate Use</i> , | Appendix, VII. 15 | Buckridge v. Ingram (1 Ves. J. 652), | |
| ——— v. Quilter, <i>Rents</i> | III. 300 | <i>Dower</i> | I. 161 |
| ——— v. Raindle, <i>Copyhold</i> | I. 289 | Buckhurst's Case, <i>Deed</i> | IV. 141. 271 |
| ——— v. Rawlins, <i>id.</i> | 257 | Buckingham's (Duke of) Case, <i>Offices</i> | |
| ——— v. Thompson, <i>Devise</i> | VI. 90, 91 | III. 106 | |
| Browne v. Jerves, <i>id.</i> | VI. 232 | ——— v. Antrim, <i>Deed</i> | |
| ——— v. Warner, <i>Deed</i> | IV. 58 | IV. 166 | |
| Browning v. Wright, <i>id.</i> | 383 | ——— (Earl of) v. Drury, | |
| Brownsword v. Edwards, <i>Remainder</i> | II. 228 | <i>Jointure</i> | I. 190. 195. 200. |
| | | ——— v. Hobart, | |
| | | <i>Merger</i> | VI. 498 |
| | | Buckle v. Mitchell, <i>Deed</i> | IV. 430 |
| | | * Buckley v. Nightingale, <i>Estate in</i> | |
| | | Fee | I. 57 |
| | | Buckmere's case, <i>Fine</i> | V. 161 |
| | | Buckworth v. Thirkell, <i>Dower</i> | I. 165 |
| | | ———, <i>Devise</i> | |
| | | VI. 374 | |
| | | * Bull v. Kingston, <i>id.</i> | 161 |
| | | * ——— v. Vardy, <i>id.</i> | 163 |

Names of Cases.

55

| Vol. Page | Vol. Page |
|---|---|
| * Bullen v. Denning, <i>Estate for Life</i> | Burnell v. Dodd, <i>Coparcenary</i> |
| I. 116 | II. 396 |
| Buller v. Cheverton, <i>id.</i> | Burtonshaw v. Gilbert, <i>Devise</i> |
| 112 | VI. 89. 122 |
| ———, <i>Rents</i> III. 290 | Burton's case, <i>Recovery</i> V. 320 |
| ——— v. Exeter, (Ep.) <i>Advowson</i> 17 | * Burton v. Barclay, <i>Merger</i> |
| Bullock v. Dommitt, <i>Estate for years</i> | VI. 469. 492 |
| I. 233 | ——— v. Knowlton, <i>Estate in Fee</i> |
| * ——— v. Fladgate, <i>Deed</i> IV. 207 | I. 59 |
| ——— v. Stones, <i>Devise</i> VI. 424 | ——— v. Rigby, <i>Recovery</i> |
| ——— v. Thorne, <i>Deed</i> IV. 235 | V. 279. 333 |
| ———, <i>Fine</i> V. 185 | ——— v. Slattery, <i>Mortgage</i> II. 151 |
| * Bunker v. Cooke, <i>Merger</i> VI. 468 | Bury (Corporation of) v. Evans, |
| Bunting v. Lepingwel, <i>Alienation by</i> | <i>Tithes</i> III. 55 |
| <i>Custom</i> V. 453 | ——— v. Taylor, <i>Deed</i> IV. 128 |
| Burchett v. Durdant, <i>Trust</i> I. 385 | Busby v. Greenslate, <i>Devise</i> |
| ——— ———, <i>Devise</i> VI. 166 | VI. 130. 289 |
| Burden v. Kennedy, <i>Estate by Sta-</i> | Bush's Case, <i>Dower</i> I. 181 |
| <i>tute, &c.</i> II. 52 | * Bushby v. Dixon, <i>Prescription</i> |
| Burdett v. Hopegood, <i>Remainder</i> | III. 443 |
| 252 | Bushel v. Burland, <i>Deed</i> IV. 127 |
| ———, <i>Devise</i> VI. 451 | Bushley's Case, <i>Fine</i> V. 129 |
| Bardon v. Burdon, <i>Dower</i> I. 177 | * Bustard's Case, <i>Dower</i> I. 164. 172 |
| Burford v. Lee, <i>Devise</i> VI. 398 | ———, <i>Deed</i> IV. 75. 357 |
| Burges v. Lamb, <i>Estate for Life</i> | Butcher v. Butcher, <i>id.</i> IV. 210. 211 |
| I. 130 | * ——— v. Kemp, <i>Dower</i> I. 186 |
| ——— v. Mawbey, <i>id.</i> 107 | Bute v. Stuart, <i>Devise</i> VI. 161 |
| Burgess v. Wheate, <i>Trust</i> | Butler and Baker's Case, <i>Devise</i> |
| 405. 412. 448 | VI. 26. 30. 31 |
| ———, <i>Escheat</i> | * ——— v. Butler, <i>Mortgage</i> II. 142 |
| III. 402. 415 | ——— v. Monnings, <i>Rents</i> III. 302 |
| Burgh v. Francis, <i>Mortgage</i> II. 168 | ——— v. Swinerton, <i>Deed</i> IV. 386 |
| ———, <i>Deed</i> IV. 48 | ——— v. Waterhouse, <i>id.</i> 432 |
| Burke v. Jones, <i>Devise</i> VI. 358 | ——— v. Wigge, <i>id.</i> 92 |
| Burkitt v. Burkitt, <i>id.</i> 86 | Butt's Case, <i>Estate for Years</i> I. 229 |
| Burley's Case, <i>id.</i> 243. 280 | * ——— Demand, <i>Fine</i> V. 82 |
| Burnaby v. Griffin, <i>Recovery</i> V. 385 | Butterfield v. Butterfield, <i>Devise</i> |
| Burnet v. Mann, <i>Deed</i> IV. 195 | VI. 382 |
| Burrel's Case, <i>id.</i> 425 | * Byas v. Byas, <i>id.</i> 205 |
| * Burrell v. Crutchley, <i>id.</i> 156 | * Bye v. Hayward, <i>Fine</i> V. 145 |
| ——— v. Dodd, <i>Copyhold</i> | Byrte v. Manning, <i>Advowson</i> III. 24 |
| I. 257, 258 | |

| Vol. Page | Vol. Page |
|---|--|
| | Cardigan (E. of) v. Montague, <i>Deed</i> IV. 160. 176 |
| C | Carew's Case, <i>Copyhold</i> I. 270 |
| | Carew v. Carew, <i>Jointure</i> 200 |
| | Carey v. Askew, <i>Devise</i> VI. 68 |
| * Cadell v. Palmer, <i>Perpetuity</i> IV. 344 | * — v. Stafford, <i>Deed</i> IV. 436 |
| Cadogan v. Kennet, <i>Deed</i> IV. 438 | Carhampton v. Carhampton, <i>Fine</i> V. 248 |
| Cage v. Russel, <i>Condition</i> II. 30 | Carleton v. Dorset, <i>Deed</i> IV. 413 |
| Calamy's Case, <i>Mortgage</i> 171 | — v. Griffin, <i>Devise</i> VI. 59 |
| Calmady v. Calmady, <i>Joint Tenancy</i> 389 | * Carlisle (Bp.) v. Blain, <i>Tithes</i> III. 48 |
| Cambell's Case, <i>Estate by Statute, &c.</i> 51. 56 | Carpenter v. Carpenter, <i>Jointure</i> I. 201 |
| — — — — —, <i>Rents</i> III. 305 | Carr v. Erroll, <i>Remainder</i> II. 266 |
| Camden v. Morton, <i>id.</i> 300 | * — — — — —, <i>Deed</i> IV. 338 |
| Camfield v. Gilbert, <i>Devise</i> VI. 182 | — v. Singer, <i>Alienation by Custom</i> V. 481 |
| * Campbell v. French, <i>id.</i> 82 | — — — — —, <i>Devise</i> VI. 38 |
| * — — — — — v. Graham, <i>Prescription</i> III. 469 | Carrier v. Franklin I. 351 |
| — — — — — v. Leach, <i>Deed</i> IV. 202. 228 | Carrington's Case, <i>Fine</i> V. 240 |
| — — — — — v. Lewis, <i>id.</i> 376 | Carte v. Carte, <i>Devise</i> VI. 112 |
| — — — — — v. Sandys, <i>Estate for Life</i> I. 104 | Carter, <i>Ex parte</i> , <i>Mortgage</i> II. 112 |
| — — — — —, <i>Deed</i> IV. 241 | — v. Barnadiston, <i>id.</i> 136 |
| — — — — — v. Walker, <i>Trust</i> I. 458, 459 | — — — — —, <i>Remainder</i> 328 |
| — — — — — v. Wilson, <i>Ways</i> III. 87 | — — — — —, <i>Fine</i> 121 |
| Cann v. Cann, <i>Alienation by Custom</i> V. 484 | — — — — —, <i>Recovery</i> 275. 394 |
| Cannell v. Buckle, <i>Deed</i> IV. 15. 33 | — v. Murcot, <i>Franchise</i> III. 262 |
| Canning v. Hicks, <i>Mortgage</i> II. 155 | — v. Ringstead, <i>Deed</i> IV. 257 |
| Cannon v. Pack, <i>id.</i> 174 | — v. Tash, <i>Prescription</i> III. 435 |
| — — — — —, <i>Alienation by Custom</i> V. 462 | Cartwright v. Pulteney, <i>Joint Tenancy</i> II. 389 |
| Canon's Case, <i>Deed</i> IV. 280 | Caruthers v. Caruthers, <i>Jointure</i> I. 190. 192. 194. 200 |
| Capel's Case, <i>Recovery</i> V. 371. 391 | Carwardine v. Carwardine, <i>Mortgage</i> II. 267 |
| — v. Girdler, <i>Trust</i> I. 422 | Casburne v. Inglis & Scarfe, <i>id.</i> 95. 105 |
| Car v. Ellison, <i>Devise</i> VI. 40 | — — — — —, <i>Escheat</i> III. 407 |
| Carden v. Tuck, <i>id.</i> 175 | |

Names of Cases.

57

| | Vol. Page | | Vol. Page |
|---|--------------|--|------------------------|
| Cass v. Waterhouse, <i>Deed</i> | IV. 33 | Chaplain v. Southgate, <i>Deed</i> | IV. 379 |
| Casson v. Dade, <i>Devise</i> | VI. 54 | Chaplin v. Chaplin, <i>Mortgage</i> | II. 154 |
| Castle v. Dod, <i>Use</i> | I. 377 | * ———, <i>Rents</i> | III. 292. 294 |
| Castleacre's (Prior of) Case, <i>Private Act</i> | V. 8 | * ———, <i>Recovery</i> | V. 374 |
| Caswall, <i>Exparte, Deed</i> | IV. 198 | ——— v. Leroux, <i>Devise</i> | VI. 125, 126 |
| Cave v. Cave, <i>Devise</i> | VI. 25 | Chapman's Case, <i>Title id.</i> | 174 |
| Cavendish v. Worsley, <i>Estate Tail</i> | I. 84 | ——— v. Blissett, <i>Trust</i> | I. 387 |
| Cecil's Case, <i>Estate by Statute, &c.</i> | II. 51 | ———, <i>Re-</i> | II. 247 |
| Chadock v. Cowley, <i>Devise</i> | VI. 233. 343 | ———, <i>Devise</i> | VI. 423 |
| Challenger v. Sheppard, <i>id.</i> | 210 | ——— v. Brown, <i>id.</i> | 150 |
| * Challis v. Casborn, <i>Mortgage</i> | II. 106 | ——— v. Dalton, <i>Deed</i> | IV. 246 |
| Challoner v. Murball, <i>Alienation by Custom</i> | V. 484 | ——— v. Emery, <i>id.</i> | 428. 433 |
| * Chalmers v. StorriU, <i>Dower</i> | I. 186 | * ——— v. Hart, <i>Devise</i> | VI. 205 |
| Cham v. Dover, <i>Copyhold</i> | 279 | ——— v. Sharpe, (2 Show. 184) | <i>Copyhold</i> I. 286 |
| Chamberlain v. Turner, <i>Devise</i> | VI. 182 | ——— v. Tanner, <i>Mortgage</i> | II. 88 |
| Chamberlaine v. Dummer, <i>Estate for Life</i> | I. 130 | Charlewood v. D. of Bedford, <i>Deed</i> , | IV. 33 |
| ——— v. Ewer, <i>Estate for Years</i> | 236. 239 | * Charlton v. Low, <i>Merger</i> | VI. 493 |
| * ———, <i>Merger</i> | VI. 479 | Charman v. Charman, <i>Title Devise</i> | VI. 111 |
| Chambers v. Chambers, <i>Deed</i> | IV. 319 | Chatham (E. of) v. Tothill, <i>id.</i> | 382 |
| * ——— v. Waters, <i>Trust</i> | I. 459 | Chedington's Case, <i>Deed</i> | IV. 59 |
| Champernow v. Godolphin, <i>Fine</i> | V. 236 | Cheney v. Hall, <i>Recovery</i> | V. 397 |
| Chandos's Case, <i>King's Grant</i> | 59 | Chester v. Chester, <i>Devise</i> | VI. 196 |
| * Chandos, <i>Barony of, Dignities</i> | III. 223 | ——— v. Painter, <i>id.</i> | 270 |
| * ——— (Duke of) v. Talbot, <i>Estate for Life</i> | I. 117 | ——— v. Willan, <i>Joint Tenancy</i> , | II. 383 |
| * ———, <i>Merger</i> | VI. 499 | * ———, <i>Deed</i> | IV. 250 |
| Chapman v. Bacon, <i>Recovery</i> | V. 354 | ——— v. Willes, <i>Estate in fee</i> | I. 56 |
| | | * ———, <i>Merger</i> | VI. 496 |
| | | Chesterfield's Case, <i>Recovery</i> | V. 421 |
| | | Chesterfield v. Bolton, (2 Com. R. 627) <i>Estate for life</i> | I. 133 |

| | Vol. Page | | Vol. Page |
|--|-----------|--|-----------|
| Chesterfield v. Cromwell, <i>Mortgage</i> | | * Church v. Edwards, <i>Merger</i> | |
| II. 153 | | VI. 471 | |
| ——— v. Janssen, <i>Deed</i> IV. 410 | | ——— v. Mundy, <i>Devise</i> | 198. |
| Chetwood v. Crew, <i>Tenures</i> | I. 33 | 200. 205 | |
| ——— <i>Franchise</i> III. 252 | | ——— v. Wyat, <i>Alienation by</i> | |
| Cheval v. Nichols, <i>Deed</i> IV. 452. 457. | | <i>Custom</i> V. 477 | |
| Cheyney's Case, <i>Use</i> | I. 359 | ———, <i>Devise</i> VI. 232 | |
| ———, <i>Devise</i> | VI. 153 | * Churchill v. Small, <i>Estate for Life</i> | |
| * ———, <i>Merger</i> | 490 | I. 107 | |
| Chichester v. Oxenden, <i>Devise</i> VI. | | * Churchman v. Ireland, <i>Devise</i> | |
| 215. 271 | | VI. 21 | |
| * ——— v. Sheldon, <i>Tithes</i> III. 43 | | Clache's Case, <i>id.</i> | 343 |
| * Child v. Baylie, <i>Devise</i> VI. 396. | | Clanrickard's (E. of) Case, <i>Merger</i> | |
| 398. 400. 436 | | VI. 475. 487 | |
| Cholmeley's Case, <i>Remainder</i> | | Clapham v. Bowyer, <i>Mortgage</i> | |
| II. 216. 231 | | II. 114 | |
| ———, <i>Recovery</i> V. 371. | | Clare v. Clare, <i>Devise</i> VI. 407, 408 | |
| 422 | | Clarendon v. Hornby, <i>Tenancy in</i> | |
| Cholmeley v. Attorney General, | | <i>Common</i> II. 411 | |
| <i>Tithes</i> III. 50 | | Clark v. Cogge, <i>Ways</i> | III. 87 |
| ——— v. Humble, <i>Remainder</i> , | | * — v. Greenhill, <i>Fine</i> | V. 179 |
| II. 233 | | —— v. Lucy, <i>Condition</i> | II. 19 |
| * ——— v. Paxton, <i>Estate for</i> | | —— v. Ward, <i>Fine</i> | V. 252 |
| <i>life</i> I. 128 | | Clarke v. Abbot, <i>id.</i> | 202 |
| Cholmondeley's Case, <i>Remainder</i> | | —— v. Parker, <i>Estate in Condi-</i> | |
| II. 306 | | <i>tion</i> II. 21 | |
| Cholmondeley v. Clinton, <i>Trust</i> | | —— v. Pennefather, <i>Copyhold</i> | |
| I. 406 | | I. 270 | |
| ——— v. Clinton, <i>Mortgage</i> | | * — v. Rutland, <i>Merger</i> VI. 496 | |
| II. 80. 94. 121 | | —— v. Smith, <i>Devise</i> 125. 377. | |
| ———, <i>Prescrip-</i> | | 423 | |
| <i>tion</i> III. 461 | | Clarkson v. Woodhouse, <i>Common</i> | |
| ———, <i>Deed</i> | | III. 79 | |
| IV. 243. 248 | | * ——— v. Lord Scarborough, <i>Rents</i> | |
| Chorlton v. Taylor, <i>Devise</i> VI. 215 | | III. 309 | |
| Christopher v. Christopher, <i>id.</i> | 89 | Clavering v. Clavering, <i>Estate for</i> | |
| * ——— v. Sparke, <i>Mortgage</i> | | <i>Life</i> I. 118 | |
| II. 121 | | ———, <i>Deed</i> | |
| Chudleigh's Case, <i>Remainder</i> 259. | | IV. 434 | |
| 260. 268. 275. 277. 282. 304. | | Claxton v. Claxton, <i>Estate for Life</i> | |
| 306. III. 280. IV. 100 | | I. 125 | |

Names of Cases.

59

| | Vol. Page | | Vol. Page |
|---|------------------------------|---|---------------|
| Clay v. Sharpe, <i>Mortgage</i> | II. 79 | Clithero v. Franklin, <i>Recovery</i> | V. 370 |
| Cayton's Case, <i>Deed</i> | IV. 59 | Clough v. Clough, <i>Deed</i> | IV. 16 |
| Clayton v. Blakey, <i>Estate at Will</i> | I. 247 | Clun's Case, <i>Rents</i> | III. 282 |
| * — v. Burtenshaw, <i>Deed</i> | IV. 58 | ———— <i>Alienation by Custom</i> | V. 477 |
| ———— v. Cookes, <i>Copyhold</i> | I. 316 | Clutterbuck v. Brabant, <i>Fine</i> | 143 |
| ———— v. Earl of Winton, <i>Deed</i> | IV. 443 | Clyatt v. Battison, <i>Mortgage</i> | II. 149 |
| Clear v. Peacock, <i>Devise</i> | VI. 26 | Clymer v. Littler, <i>Devise</i> | VI. 7 |
| * Clements v. Lambert, <i>Common</i> | III. 84 | Cobb v. Stokes, <i>Estate at Will</i> | I. 251 |
| ———— v. Langhorne, <i>Fine</i> | V. 73 | *Cocker v. Quayle, <i>Power</i> | IV. 193 |
| ———— v. Scudamore, <i>Descent</i> | III. 388. 390 | *Cockerell v. Cholmeley, <i>id.</i> | 180 |
| Clere's Case, <i>Use</i> | I. 371 | Cockman v. Farrer, <i>Fine</i> | V. 240 |
| ————, <i>Trust</i> | 396 | *Coffin v. Coffin, <i>Estate for Life</i> | I. 129 |
| Clere's Case, <i>Remainder</i> | II. 326 | Cogan v. Cogan, <i>Remainder</i> | II. 236 |
| ————, <i>Deed</i> | IV. 134. 172. 212, 213. 215. | Coke's Case, <i>Deed</i> | IV. 232. 420 |
| Clere v. Brooke, <i>Descent</i> | III. 355. 357, 358. 365. 374 | Coke v. Bullock, <i>Devise</i> | VI. 109 |
| Clerk v. Clerk, <i>Deed</i> | IV. 288 | Cole v. Gibson, <i>Deed</i> | IV. 411 |
| —— v. Day, <i>Devise</i> | VI. 295 | —— v. Levingston, <i>id.</i> | 298 |
| —— v. Wright, <i>Deed</i> | IV. 36 | * —————, <i>Devise</i> | VI. 345 |
| Clerke v. Pywell, <i>Fine</i> | V. 244 | —— v. Rawlinson, <i>id.</i> | 217 |
| Cliffe v. Gibbons, <i>Devise</i> | VI. 218 | —— v. Wade, <i>Deed</i> | IV. 211 |
| Clifford, Barony, Case of, <i>Dignities</i> | III. 196. 213 | Colebroke v. Elliot, <i>Franchise</i> | III. 258 |
| ——, of Launsburg, Barony, Case of, <i>id.</i> | 211 | *Coleburn v. Mixtone, <i>Merger</i> | VI. 469. 479 |
| —— v. Asbley, <i>Fine</i> | V. 179 | Coleby v. Smith, <i>Fine</i> | V. 253 |
| —— v. Burlington, <i>Deed</i> | IV. 223 | *Coleman v. Jones, <i>Dower</i> | I. 186 |
| * — v. Lewis, <i>Devise</i> | VI. 355 | ———— v. Upcot, <i>Deed</i> | IV. 34 |
| Clifton's Case, <i>Estate for Life</i> | I. 120 | ———— v. Wynce, <i>Mortgage</i> | II. 107 |
| Clifton, Barony, Case of, <i>Dignities</i> | III. 187 | Coles v. Trecothick, <i>Trust</i> | I. 459 |
| —— v. Burt, <i>Mortgage</i> | II. 134 | ————, <i>Deed</i> | IV. 35 |
| Clifton v. Molyneux, <i>Copyhold</i> | I. 261 | Collier's Case, <i>Devise</i> | VI. 222 |
| Clinton, Barony, Case of, <i>Dignities</i> | III. 201 | Collingwood v. Pace, <i>Descent</i> | III. 321. 325 |
| —— v. Hooper, <i>Mortgage</i> | II. 147 | Collins v. Goodall, <i>Prescription</i> | 456 |
| | | —— v. Harding, <i>Rents</i> | 304 |
| | | —— v. Plummer, <i>Recovery</i> | V. 382 |

| | Vol. Page | | Vol. Page |
|--|-----------------------------|--|------------------|
| Collinson v. Wright, <i>Devise</i> | VI. 412 | Cooke v. Whaley, <i>Estate Tail after Possibility, &c.</i> | I. 137 |
| *Collyer v. Fallon, <i>Offices</i> | III. 117 | Cookes v. Mascall, <i>Deed</i> | IV. 37 |
| —— v. Howse, <i>Tithes</i> | 41 | Coombes v. Gibson, <i>Copyhold</i> | I. 284 |
| *—— v. Mason, <i>Recovery</i> | V. 275 | ——, <i>Devise</i> | VI. 359 |
| *Colmore v. Tyndall, <i>Trust</i> | I. 383 | Cooper v. Franklin, <i>Use</i> | I. 351, 352, 353 |
| Colson v. Colson, <i>Devise</i> | VI. 277, 278, 292, 320, 324 | —— v. Jones, <i>Devise</i> | VI. 352 |
| Colt v. Colt, <i>Trust</i> | I. 409 | —— v. Marshall, <i>Common</i> | III. 76 |
| Colthirst v. Bejushin, <i>Remainder</i> | II. 235 | *—— v. Wyatt, <i>Estate on Condition</i> | II. 12 |
| Colton v. Wilson, <i>Devise</i> | VI. 70 | Coot v. Berty, <i>Dower</i> | I. 176 |
| Colville v. Parker, <i>Deed</i> | IV. 425, 428 | Cooth v. Jackson, <i>Deed</i> | IV. 43 |
| Comber v. Hill, <i>Devise</i> | VI. 344, 350, 351 | Coots v. Lambert, <i>Dower</i> | I. 169 |
| Combes's Case, <i>Alienation by Custom</i> | V. 449 | Cope v. Cope, (2 Salk. 449) <i>Mortgage</i> | II. 124, 138 |
| Commons v. Marshall, <i>Deed</i> | IV. 171 | Copland v. Piatt, <i>Recovery</i> | V. 410 |
| *Compton v. Bearcroft, <i>Dower</i> | I. 155 | Coppin v. Coppin, <i>Devise</i> | VI. 70 |
| —— v. Collinson, <i>Alienation by Custom</i> | V. 451 | Coppinger v. Keating, <i>Coparcenary</i> | II. 394 |
| *—— v. Oxenden, <i>Merger</i> | VI. 498 | ——, <i>Tenancy in Common</i> | 407 |
| Constable's Case, <i>Franchise</i> | III. 259 | Corbet's Case, <i>Estate for Years</i> | I. 223 |
| *Conway's (Lord) Case, <i>Mortgage</i> | II. 131, 133 | ——, <i>Remainder</i> | II. 233, 234 |
| Conway v. Shrimpton, <i>id.</i> | 116, 152 | ——, <i>Common</i> | III. 68 |
| Conyer's Barony, Case of, <i>Dignities</i> | III. 201 | ——, <i>Recovery</i> | V. 381 |
| *Cook v. Cook, <i>Estate for Life</i> | I. 117 | ——, <i>Devise</i> | VI. 30 |
| ——, <i>Joint Tenancy</i> | II. 365 | *Corbet v. Corbet, <i>Jointure</i> | I. 191, 200 |
| ——, <i>Devise</i> | VI. 169, 260 | —— v. Stone, <i>Remainder</i> | II. 244 |
| —— v. Fountain, <i>Use</i> | I. 359 | ——, <i>Fine</i> | V. 228 |
| —— v. Gwavas, <i>Mortgage</i> | II. 126 | —— v. Tichborne, <i>Remainder</i> | II. 242 |
| —— v. Herle, <i>Rents</i> | III. 294 | *Corbyn v. French, <i>Mortmain</i> | VI. 16 |
| —— v. Parsons, <i>Devise</i> | VI. 55, 56 | Corder v. Morgan, <i>Mortgage</i> | II. 79 |
| —— v. Winford, <i>Jointure</i> | I. 200 | Cordwell v. Mackrill, <i>Deed</i> | IV. 325 |
| Cooke, Demand. <i>Fine</i> | V. 139 | Cormick v. Trapaud, <i>id.</i> | 429 |
| —— v. Booth, <i>Deed</i> | IV. 246, 397, 398, 400 | Cornel v. Sykes, (1 Ch. Rep. 103) <i>Mortgage</i> | II. 114 |
| —— v. Gerrard, <i>Devise</i> | VI. 195 | Cornish v. Mew, <i>id.</i> | 133 |
| *—— v. Soltau, <i>Trust</i> | I. 415, 416 | | |

Names of Cases.

61

| Vol. Page | Vol. Page |
|---|--|
| Corresbie v. Rusky, <i>Copyhold</i> I. 264 | Coxhead's Case, <i>Estate Tail</i> I. 87 |
| Coryton v. Helliard, <i>Devise</i> VI. 138. 163 | —————, <i>Deed</i> IV. 421 |
| *Cosens ex parte, <i>Offices</i> III. 110 | Craghill v. Pattinson, <i>Fine</i> V. 143 |
| *Costigan v. Hastler, (2 Sch. & Lef. 160.) <i>Mortgage</i> II. 86 | Crane v. Taylor, <i>Deed</i> IV. 65 |
| Cother v. Merrick, <i>Rents</i> III. 278 | Cranmer's Case, <i>id.</i> 310 |
| Cotter v. Layer, <i>Deed</i> IV. 225 | Crathorne v. Taylor, <i>Tithes</i> III. 48 |
| —————, <i>Devise</i> VI. 93 | Crawford v. Powell, <i>Offices</i> 108 |
| Cotterel v. Hampston, <i>Trust</i> I. 451 | Crawley's Case, <i>Use</i> I. 353 |
| Cotterel v. Purchase, <i>Mortgage</i> II. 72 | Crawley v. Wells, <i>Tithes</i> III. 41 |
| * ——— v. Dutton, <i>Prescription</i> III. 434. 452 | *Crawshaw v. Maule, <i>Tenancy in Common</i> II. 410 |
| Cottingham v. King, <i>Recovery</i> V. 345 | Cray v. Rooke, <i>Deed</i> IV. 418 |
| Cottingham v. Fletcher, <i>Trust</i> I. 391 | Crayford v. Crayford, <i>id.</i> 382 |
| Cotton's Case, <i>Fine</i> V. 210 | Crewe v. Dickan, (4 Ves. 97.) <i>Trust</i> I. 454. 460 |
| Cotton v. Heath, <i>Devise</i> VI. 394, 395 | Crickmere v. Patterson, <i>Devise</i> VI. 353 |
| —— v. King, <i>Deed</i> IV. 413 | *Cripps v. Reade, <i>Deed</i> IV. 390 |
| —— and Tyrrell, <i>Fine</i> V. 75. 80 | * ——— v. Wolcott, <i>Devise</i> VI. 340 |
| Couch v. Stratton, <i>Jointure</i> I. 192 | Crisp v. Freer, <i>Copyhold</i> I. 312 |
| Counden v. Clarke, <i>Devise</i> VI. 241 | —— v. Heath, <i>Mortgage</i> II. 105 |
| Cousin's Case, <i>Fine</i> V. 128 | Crispe's Case, <i>Advowson</i> III. 7 |
| Coventry (Mayor of) v. the Attorney-General, <i>Trust</i> I. 403 | Croft v. Howel, <i>Fine</i> V. 171 |
| —— v. Coventry, <i>Jointure</i> 203. 205 | —— v. Pawlet, <i>Devise</i> VI. 55 |
| —————, <i>Deed</i> IV. 152. 156. 168. 224 | —— v. Powel, <i>Mortgage</i> II. 78 |
| Coward v. Marshal, <i>Devise</i> VI. 74 | *Croker v. Martin, <i>Deed</i> IV. 434 |
| Cowper v. Andrews, <i>Prescription</i> III. 428 | Crompton's Case, <i>Fine</i> V. 82 |
| —— v. Clark, <i>Copyhold</i> I. 302 | Cromwell's Case, <i>id.</i> 188 |
| Cox (Sir C.) Creditors of, <i>Trust</i> 418 | *Crooke v. De Vandes, <i>Devise</i> VI. 373 |
| —————, <i>Mortgage</i> II. 103 | *Crop v. Norton, <i>Estate for Life</i> I. 107 |
| —— v. Barnsby, <i>Estate by Statute, &c.</i> 52 | Cross v. Faustenditch, <i>Deed</i> IV. 431 |
| —— v. Chamberlain, <i>Deed</i> IV. 213. 217 | Cross, Demand. <i>Fine</i> V. 140 |
| —— v. Higford, <i>Copyhold</i> I. 322 | —————, <i>Recovery</i> 354 |
| | —— v. Hudson, <i>Deed</i> IV. 213. 241 |
| | * ———, <i>Merger</i> VI. 490 |
| | Crossing v. Scudamore, <i>Deed</i> IV. 101. 106. 249 |
| | Crossley v. Clare, <i>Devise</i> VI. 172 |
| | Crouch v. Frier, <i>Tithes</i> III. 52 |

Names of Cases.

63

| | Vol. Page | | Vol. Page |
|---|--------------|---|-------------|
| Darley v. Darley, <i>Devise</i> | VI. 97. | Davye v. Pepys, <i>Estate in Fee</i> | I. 57 |
| | 113 | ————, <i>Mortgage</i> | II. 131 |
| Darlington v. Pulteney, <i>Deed</i> | IV. 193 | Dawes v. Ferrers, <i>Devise</i> | VI. 168 |
| Darrell v. Gunter, <i>id.</i> | 252 | Dawney, <i>Demand. Recovery</i> | |
| *Dartmouth (Lady) v. Roberts, | | | V. 359 |
| <i>Tithes</i> | III. 47 | *Dawson v. Wood, <i>Deed</i> | IV. 424 |
| Dashwood v. Peyton, <i>Adowson</i> | 30 | Day v. Hungat, <i>Fine</i> | V. 250. 252 |
| *————, <i>Devise</i> | VI. 162 | —— v. Merry, <i>Estate for Life</i> | I. 129 |
| Davenport's Case, <i>Deed</i> | IV. 60 | —— v. Trig, <i>Devise</i> | VI. 185 |
| Davenport v. Oldis, <i>Devise</i> | VI. 345. | *Darell v. Champneys, <i>Remainder</i> | |
| 348. 350, 351, 352 | | | II. 308 |
| —— v. Tyrrel, <i>Coparcenary</i> | | *Debary (<i>in re</i>), <i>Recovery, Infant</i> | |
| II. 393 | | <i>Trustee</i> Appendix, VII. 17 | |
| —— ———, <i>Prescription</i> | | De Bathe v. Fingall, <i>Devise</i> | VI. 58 |
| III. 430. 437 | | *Deerhurst (Lord) v. Duke of | |
| Davidson v. Foley, <i>Trust</i> | I. 395. 421 | St. Albans, <i>Deed</i> | IV. 338 |
| Davie v. Beardsham or Beversham, | | Deg v. Deg, <i>Mortgage</i> | II. 104 |
| <i>Alienation by Custom</i> | V. 449 | ——, <i>Deed</i> | IV. 198 |
| —— ——— <i>Devise</i> | VI. 40 | De Grey v. Richardson, <i>Curtesy</i> | |
| —— v. Stevens, <i>id.</i> | 240 | | I. 141 |
| *Davis v. Bird, <i>Remainder</i> | II. 333 | Delaware's (Lord) Case, <i>Dignities</i> | |
| *—— v. Bush, <i>Fine</i> | V. 186. 213 | | III. 154 |
| *—— ———, <i>Merger</i> | VI. 473 | Den v. Hobson, <i>Estate Tail</i> | I. 71 |
| *—— v. Connop, <i>Jointure</i> | I. 234 | —— v. Trout, <i>Devise</i> | VI. 181 |
| —— v. Weld, <i>Remainder</i> | II. 293 | Dench v. Bampton, <i>Copyhold</i> | I. 282 |
| *Davis v. Gardner, <i>Devise</i> | VI. 356 | Denn v. Lord Abingdon, <i>Estate by</i> | |
| —— v. Gibbs, <i>id.</i> | 186. 190 | <i>Statute, &c.</i> | II. 48 |
| *—— v. Jones, <i>Fine</i> | V. 179 | —— v. Bagshaw, <i>Devise</i> | VI. 173 |
| —— v. Norton, <i>Remainder</i> | II. 223 | —— v. Fearnside, <i>Estate at Will</i> | |
| —— v. Speed, <i>Use</i> | I. 374 | | I. 243 |
| —— ———, <i>Remainder</i> | | —— v. Gaskin, <i>Devise</i> | |
| II. 261. 327 | | VI. 209. 213. 261. 263. 336 | |
| —— ———, <i>Deed</i> | IV. 246. 345 | —— v. Gillot, <i>Deed</i> | IV. 284 |
| —— v. Strathmore, <i>Estate by Sta-</i> | | *—— v. Hood, <i>Devise</i> | VI. 271 |
| <i>tute, &c.</i> | II. 45 | —— v. Johnson, (10 East. 266) | |
| —— v. Taylor's Company, <i>Deed</i> | | <i>Copyhold</i> | I. 282 |
| IV. 399 | | —— v. Kemeys, <i>Devise</i> | VI. 147 |
| *—— v. West, <i>Estate on Condition</i> | | —— v. Mellor, <i>id.</i> | 223. 268 |
| II. 31 | | —— v. Page, <i>id.</i> | 263. 265 |
| Davison v. Gardner, <i>Trust</i> | I. 457 | —— v. Puckey, <i>id.</i> | 252. 305 |
| Davy v. Kemp, <i>Devise</i> | VI. 129 | —— v. Shenton, <i>id.</i> | 232. 235 |

| | Vol. Page | | Vol. Page |
|--|------------------------|--|-------------------|
| Denn v. Slater, <i>Devise</i> | VI. 232. | Dighton v. Greenvil, <i>Estate by Statute, &c.</i> | II. 60 |
| | 243 | —————, <i>Fine</i> | V. 184. |
| —— v. Spray, <i>Descent</i> | | —————, ———, <i>Merger</i> | VI. 475 |
| | III. 392. 394, 395 | | 193 |
| * — v. Welford, <i>Fine</i> | V. 137 | * Dillon v. Dillon, <i>Estate for Life</i> | I. 104 |
| Denne v. Bowyer, <i>Devise</i> | VI. 364 | * — v. Harris, <i>Devise</i> | VI. 148 |
| * — v. Judge, <i>Joint Tenancy</i> | | —— v. Ieman, <i>Fine</i> | V. 210 |
| | II. 383 | Dister v. Dister, <i>Devise</i> | VI. 96, 97 |
| Dennis v. Loving, <i>Offices</i> | III. 103 | * Dixies v. Hilary, <i>Estate for Life</i> | I. 107 |
| Denton's Case, <i>Deed</i> | IV. 46 | * Dixon, Demand. <i>Fine</i> | V. 144 |
| Derby's (Lord) Case, <i>Remainder</i> | | —— v. Robinson, <i>Franchise</i> | |
| | II. 206, 207. 243 | | III. 265, 266 |
| —————, <i>Recovery</i> | | —— v. Saville, <i>Trust</i> | I. 410 |
| | V. 335 | —————, <i>Mortgage</i> | II. 98 |
| Derby Canal Company, v. Wilmot, | | * — v. Wigram, <i>id.</i> | 84 |
| <i>Deed</i> | IV. 28 | * Dobson and others v. Dewar, <i>Fine</i> | V. 145 |
| Derisley, v. Custance, <i>id.</i> | 382 | Doctors' Commons v. Dean and Chap- | |
| Derwentwater's (Lord) Case, <i>Remain-</i> | | ter of St. Paul's, <i>Deed</i> | IV. 396 |
| <i>der</i> | II. 320 | Dod v. Dickinson, <i>Devise</i> | VI. 290 |
| * Descarlett v. Dennett, <i>Estate on</i> | | —— v. Dod, <i>Deed</i> | IV. 323 |
| <i>Condition</i> | 31 | Dodington's Case, <i>Estate in Fee</i> | |
| Dethick v. Bradburne, <i>Rents</i> | | | I. 61 |
| | III. 291 | Dodson v. Hay, <i>Curtesy</i> | 148 |
| Deux v. Jefferies, <i>id.</i> | 302 | Doe v. Abney, <i>Devise</i> | VI. 333 |
| Devon's (Earl of) Case, <i>Estate in Fee</i> | | —— v. Alchin, <i>Deed</i> | IV. 210 |
| | I. 61 | —— v. Allen, <i>Devise</i> | |
| * ———, <i>Dignities</i> | | | VI. 128. 213. 269 |
| | III. 147. 149. 238 | —— v. Allsop, <i>Deed</i> | IV. 454 |
| Dewar v. Span, <i>Deed</i> | IV. 410 | —— v. Applin, <i>Devise</i> | VI. 251. 306 |
| Dewell v. Sanders, <i>Prescription</i> | | * — v. Archer, <i>Deed</i> | IV. 71 |
| | III. 426 | —— v. Ashburner, <i>id.</i> | 57 |
| * Dewey v. Bayntun, <i>Deed</i> | IV. 442 | * — v. Bancks, <i>id.</i> | 73 |
| Dey v. Thwaits, <i>id.</i> | 196 | —— v. Bartle, <i>Devise</i> | |
| Dickens v. Marshal, <i>Devise</i> | VI. 267 | | VI. 38. 69. 197 |
| Dickson v. Robinson, <i>Dower</i> | I. 186 | * — v. Barthrop, <i>Trust</i> | I. 388 |
| Digby's Case, <i>Descent</i> | III. 387 | —— v. Bateman, <i>Estate on Condi-</i> | |
| Digby v. Cragga, <i>Mortgage</i> | II. 170 | <i>tion</i> | II. 4 |
| —— v. Legard, <i>Trust</i> | I. 395 | | |
| Digges's case, <i>Deed</i> | | | |
| | IV. 189. 201. 220. 239 | | |
| —————, <i>Fine</i> | V. 184. 186, 187 | | |

Names of Cases.

65

| | Vol. Page | | Vol. Page |
|---|-------------------|---|----------------|
| Doe v. Bell, <i>Estate at Will</i> | I. 246 | * Doe v. Cole, <i>Deed</i> | IV. 261 |
| * — v. Bettison, <i>Deed</i> | IV. 177 | — v. Coleman, <i>Devise</i> | VI. 228 |
| * — v. Biggs, <i>Trust</i> | I. 385 | — v. Collins, <i>id.</i> | 175 |
| * — — — — — <i>Deed</i> | IV. 127 | * — v. Collis, <i>id.</i> | 298 |
| — v. Bingham, <i>id.</i> | 25. 407 | * — v. Colyear, <i>id.</i> | 129. 279 |
| * — v. Bird, <i>Tenancy in Common</i> | II. 403 | * — v. Cook, <i>Trust</i> | I. 445 |
| * — v. Bliss, <i>Estate on Condition</i> | 9 | * — v. Cooke, <i>Devise</i> | VI. 148 |
| * — v. Bluck, <i>Devise</i> | VI. 237 | — v. Cooper, <i>id.</i> | 253. 306. 345. |
| — v. Bower, <i>id.</i> | 174 | | 346 |
| — v. Bradley, <i>id.</i> | 240 | — v. Cowling, <i>id.</i> | 37 |
| * — v. Brandling, <i>Private Act</i> | V. 12 | — v. Cundall, <i>id.</i> | 165. 228 |
| — v. Brazier, <i>Devise</i> | VI. 195 | — v. Danvers, <i>Copyhold</i> | I. 255. |
| * — v. Brightwen, <i>Trust</i> | I. 416 | | 257. 259 |
| — v. Britain, <i>Deed</i> | IV. 237 | — — — — —, <i>Trust</i> | 397 |
| — v. Brown, <i>Devise</i> | VI. 155 | — — — — —, <i>Prescription</i> | III |
| — v. Buckner <i>id.</i> | 175. 213 | | 436. 441 |
| — v. Burnell, <i>id.</i> | 273 | — — — — —, <i>Devise</i> | VI. 68 |
| — v. Burt, <i>Deed</i> | IV. 269 | — v. Dauncey, <i>Alienation by Cus-</i> | tom V. 481 |
| — v. Berville, <i>Devise</i> | VI. 347 | * — v. Davies, <i>Devise</i> | VI. 239 |
| — v. Butcher, <i>Deed</i> | IV. 71 | — v. Dilnot, <i>id.</i> | 98 |
| — v. Calvert, <i>id.</i> | 167 | — v. Dorvell, <i>Deed</i> | IV. 148. 298 |
| — v. Carleton, <i>Devise</i> | VI. 423 | — v. Dring, <i>Devise</i> | VI. 181 |
| — v. Carter, <i>Condition</i> | H. 10, 11 | — v. Ellis, <i>Devise</i> | VI. 233. 235. |
| — — — — —, <i>Estate by Statute,</i> | 3c. 43 | | 373 |
| — v. Lady Cavan, <i>Deed</i> | IV. 158. 166. 194 | * — Elliot, see Roe v. Elliot | |
| — v. Cavendish, <i>Devise</i> | VI. 16 | — v. Elvey, <i>Devise</i> | VI. 273 |
| — v. Chapman, <i>id.</i> | 179 | * — v. Evans, <i>id.</i> | 58 |
| * — v. Clare, <i>Copyhold</i> | I. 310 | * — v. Featherstone, <i>id.</i> | 252. 283. |
| * — — — — — <i>Deed</i> | IV. 58 | | 306 |
| * — v. Clark, <i>Copyhold</i> | I. 274 | * — v. Finch, <i>Estate Tail</i> | I. 79 |
| * — v. Clarke, <i>Estate on Condition</i> | II. 12 | — v. Fonnereau, <i>Remainder</i> | II. |
| — — — — —, <i>Devise</i> | VI. 15. | | 247 |
| | 217. 227. 452 | * — — — — —, <i>Deed</i> | IV. 310 |
| — v. Clayton, <i>id.</i> | 210. 215 | — v. Frost, <i>Devise</i> | VI. 368. 406 |
| * — v. Cleveland (M. of), <i>Deed</i> | IV. 48 | — v. Fyldes, <i>id.</i> | 231. 244 |
| | | — v. Gilbert, <i>id.</i> | 217 |
| | | * — v. Giles, (5 Bing. 421) <i>Estate</i> | |
| | | at Will. | I. 243 |
| | | * — — — — —, <i>Mortgage</i> | II. 81 |
| | | — v. Gillard, <i>Devise</i> | VI. 229 |

| | Vol. Page | | Vol. Page |
|---|--------------------|--|---------------|
| * Doe v. Goddard, <i>Copyhold</i> | I. 276 | Doe v. Huthwaite, <i>Devise</i> | VI. 165 |
| — v. Goff, <i>Devise</i> | VI. 252. 283 | — v. Hutton, <i>Reversion</i> | II. 358 |
| * — v. Goldsmith, <i>id.</i> | 283 | — — — — —, <i>Descent</i> | III. 380. |
| — v. Greathed, <i>id.</i> | 184 | | 382 |
| * — v. Greenhill, <i>Estate by Statute</i> | | — — — — —, <i>Devise</i> | VI. 426 |
| <i>Merchant</i> | II. 53 | — v. Ironmonger, <i>id.</i> | 167. 283. |
| * — v. Groves, <i>Deed</i> | IV. 56 | | 296. 335 |
| * — v. Gwillim, <i>Devise</i> | VI. 213. | * — v. Jackson, <i>Estate for Years,</i> | |
| | 262 | I. | 243 |
| * — v. Hall, <i>Alienation by Custom,</i> | | * — v. James, <i>Deed</i> | IV. 425 |
| V. | 462 | * — v. Jenkins, <i>Devise</i> | VI. 344 |
| — v. Hallett, <i>Devise</i> | VI. 170 | — v. Jenney, <i>Copyhold</i> | I. 295. |
| — v. Halley, <i>id.</i> | 146 | | 315 |
| * — v. Harris, <i>Fine</i> | V. 168. 226 | — — — — —, <i>Alienation by Custom</i> | V. 455 |
| * — v. Harvey, <i>Devise</i> | VI. 283 | — v. Jersey, <i>Devise</i> | VI. 184 |
| * — v. Hawke, <i>Estate on Condition</i> | | — v. Jessop, <i>id.</i> | 148. 411 |
| II. | 11 | — v. Jesson, <i>Prescription</i> | III. 452 |
| — v. Hellier, <i>Copyhold</i> | I. 318. | * — — — — —, <i>Devise</i> | VI. 252, 283 |
| | 320 | — v. Joinville, <i>id.</i> | 133 |
| — — — — —, <i>Fine</i> | V. 221 | * — v. Jones, <i>Estate Tail</i> | I. 79 |
| — v. Heneage, <i>Remainder</i> | II. | — — — — —, <i>Descent</i> | III. 321 |
| | 266. 286 | — — — — —, <i>Prescription</i> | 451 |
| — — — — —, <i>Deed</i> | IV. 349 | * — — — — —, <i>Deed</i> | IV. 135. 220 |
| * — v. Hickman, <i>Devise—Copyhold,</i> | VI. 69 | — — — — —, <i>Fine</i> | V. 159. 206. |
| — v. Hicks, <i>Trust</i> | I. 383 | | 216 |
| * — v. Hiern, <i>Deed</i> | IV. 167 | — v. Keen, <i>Descent</i> | III. 349 |
| — v. Hilder, <i>Trust</i> | I. 444, 445, | — v. Kersey, <i>Devise</i> | VI. 61 |
| | 446 | — v. Kett, <i>id.</i> | 132 |
| — v. Holm, <i>Recovery</i> | V. 394 | * — v. Knight, <i>Deed</i> | IV. 29, 30 |
| — v. Holme, (2 Bl. R. 777) <i>Remainder</i> | II. 217 | — v. Lainchbury, <i>Devise</i> | VI. 181. |
| — v. Holmes, <i>Devise</i> | VI. 223. | | 205 |
| | 283 | * — v. Lakeman, <i>id.</i> | 273 |
| * — v. Howell, <i>Remainder</i> | II. 270 | — v. Laming, <i>id.</i> | 272. 283. 293 |
| * — — — — —, <i>Devise</i> | VI. 421 | — v. Lancashire, <i>id.</i> | 90. 452 |
| * — — — — —, <i>Merger</i> | 472. 489 | * — v. Langlands, <i>id.</i> | 217 |
| — v. Huntington, <i>Copyhold</i> | I. | * — v. Lawder, <i>Estate at Will</i> | |
| | 256, 257, 258. 326 | I. | 243 |
| — v. Hurrell, <i>Devise</i> | VI. 182. | — v. Lea, <i>Remainder</i> | II. 227 |
| | 218 | — — — — —, <i>Deed</i> | IV. 59 |
| | | — — — — —, <i>Devise</i> | VI. 364 |

Table of Cases.

67

| | Vol. Page | | Vol. Page |
|---|---------------|--|-------------------|
| * Doe v. Bp. of Llandaff, <i>Devise</i> | VI. 94 | Doe v. Pearson, <i>Estate on Condition</i> | |
| * — v. Lloyd, <i>Trust</i> | I. 415 | | II. 5 |
| * — v. Ludlam, <i>Devise</i> | VI. 38. 69. | ————, <i>Devise</i> | VI. 149 |
| | 194. 205 | * — v. Peck, <i>Deed</i> | IV. 73 |
| —— v. Luxton, <i>Estate for Life</i> | | —— v. Pegge, <i>Trust</i> | I. 443 |
| | I. 104 | —— v. Perkes, <i>Devise</i> | VI. 86 |
| —— v. Lyde, <i>Devise</i> | VI. 408 | —— v. Perkins, <i>Prescription</i> | |
| * — v. Maisey, <i>Estate at Suffer-</i> | | | III. 438 |
| <i>ance</i> | I. 243 | ————, <i>Fine</i> | V. 248 |
| * —————, <i>Mortgage</i> | II. 80 | * — v. Perratt, <i>Devise</i> | VI. 167 |
| —— v. Manning, <i>Deed</i> | IV. 429 | —— v. Perryn, <i>Remainder</i> | |
| —— v. Martin, <i>Copyhold</i> | I. 275 | | II. 218. 229. 256 |
| ————, <i>Remainder</i> | II. 262 | * — v. Phillips, <i>Devise</i> | VI. 223 |
| ————, <i>Deed</i> | IV. 147. 278. | * — v. Pigott, <i>id.</i> | 184 |
| | 287 | * — v. Pike, <i>Prescription</i> | III. 437 |
| —— v. Mason, <i>Copyhold</i> | I. 266 | * — v. Plowman, <i>Surrender</i> | |
| —— v. Meakin, <i>Devise</i> | VI. 198 | | I. 444. 446 |
| * — v. Mellor, <i>id.</i> | 272 | —— v. Plumptre, <i>Devise</i> | VI. 173 |
| —— v. Micklem, <i>id.</i> | 144. 379 | —— v. Porter, <i>Estate at Will</i> | |
| —— v. Moore, <i>Remainder</i> | II. 228 | | I. 247 |
| —— v. Morgan, <i>id.</i> | 242. 250 | —— v. Pott, <i>Copyhold</i> | 325 |
| ————, <i>Alienation by Cus-</i> | | * —————, <i>Devise</i> | VI. 107 |
| <i>tom</i> | V. 462. 464 | * — v. Price, <i>Estate at Will</i> | I. 245 |
| ————, <i>Devise</i> | VI. 154. | * — v. Prigg, <i>Devise</i> | VI. 340. 342 |
| | 378 | —— v. Prosser, <i>Tenancy in Com-</i> | |
| —— v. Mulgrave, <i>id.</i> | 265 | <i>mon</i> | II. 403. 406 |
| —— v. Nelson, <i>Recovery</i> | V. 369 | * — v. Pyke, <i>Copyhold</i> | I. 328 |
| —— v. Nicholls, <i>Trust</i> | I. 388 | —— v. Quartley, <i>Devise</i> | VI. 452 |
| * —————, <i>Devise</i> | VI. 228 | —— v. Radcliffe, <i>Deed</i> | IV. 175 |
| —— v. Nowell, <i>Remainder</i> | II. 229 | * — v. Ramsden, <i>id.</i> | 13 |
| * — v. Oliver, <i>id.</i> | 333 | * — v. Ravell, <i>Devise</i> | VI. 213 |
| * —————, <i>Fine</i> | V. 213 | —— v. Rawding, <i>id.</i> | 148. 368 |
| —— v. Over, <i>Devise</i> | VI. 173 | —— v. Reason, <i>Remainder</i> | II. 220 |
| —— v. Parkin, <i>id.</i> | 185 | * — v. Redfern, <i>Escheat</i> | III. 397 |
| —— v. Parratt, <i>Joint Tenancy</i> | | —— v. Reed, <i>Trust</i> | I. 416 |
| | II. 374 | * —————, <i>Mortgage</i> | II. 121 |
| * —————, <i>Devise</i> | VI. 267 | ————, <i>Prescription</i> | III. 437 |
| * — v. Passingham, <i>Use</i> | I. 356 | * — v. Rees, <i>Deed</i> | IV. 56 |
| * —————, <i>Trust</i> | 382 | * — v. Rendle, <i>id.</i> | 164 |
| —— v. Pearson, <i>Estate in Fee</i> | | —— v. Richards, <i>Devise</i> | VI. 222, |
| | 56 | | 223. 268, 269 |

| | Vol. Page | | Vol. Page |
|---|-------------------|---|---------------|
| Doe v. Rivers, <i>Estate Tail</i> | I. 83 | Doe v. Sybourn, <i>Trust</i> | I. 448 |
| ———, <i>Curtesy</i> | 148 | —— v. Timins, <i>id.</i> | 388 |
| ———, <i>Devise</i> | VI. 236 | ———, <i>Devise</i> | VI. 126. 423 |
| —— v. Roberts, <i>Deed</i> | IV. 410. | —— v. Tofield, <i>Alienation by Custom</i> | V. 452 |
| | 424 | ———, <i>Devise</i> | VI. 36. |
| ———, <i>Devise</i> | VI. 175 | | 43. 177 |
| * — v. Robinson, <i>Estate for Life</i> | I. 111 | * — v. Tomkins, <i>Alienation by Custom</i> | V. 451 |
| * — v. Roe, <i>Estate at Will</i> | 252 | * — v. Tomkinson, <i>Devise</i> | VI. 27. |
| * ——, <i>Estate on Condition</i> | II. 31 | | 426 |
| * ——, <i>Mortgage</i> | 83 | —— v. Truby, <i>Alienation by Custom</i> | V. 482 |
| * ——, <i>Rents</i> | III. 287 | * — v. Tucker, <i>Devise</i> | VI. 216. |
| * ——, <i>Deed</i> | IV. 73 | | 267. 272 |
| —— v. Roper, <i>Devise</i> | VI. 209, | * — v. Turner, <i>Fine</i> | V. 244, 245 |
| | 210. 217 | —— v. Underdown, <i>Devise</i> | VI. 133 |
| —— v. Routledge, <i>Deed</i> | IV. 434 | —— v. Vaughan and Walker, <i>id.</i> | 265, 266 |
| —— v. Salkeld, <i>id.</i> | 107 | —— v. Vernon, <i>id.</i> | 41 |
| —— v. Sandham, <i>id.</i> | 158. 177 | —— v. Wainewright, <i>Deed</i> | IV. 301 |
| * — v. Saunders, <i>id.</i> | 114 | * — v. Walker, (5 B. & Cr. 111.) | |
| * — v. Sayer, <i>Estate at Will</i> | I. 243 | <i>Estate for Years</i> | I. 237. 239 |
| —— v. Scott, <i>Trust</i> | 443 | * ——, <i>Deed</i> | IV. 87 |
| —— v. Scudamore, <i>Remainder</i> | II. 204. 218. 273 | * ——, <i>Merger</i> | VI. 469, |
| —— v. Shipphard, <i>id.</i> | 223 | | 470. 478, 479 |
| —— v. Simpson, <i>Trust</i> | I. 388 | —— v. Waterton, <i>Deed</i> | IV. 22 |
| ———, <i>Deed</i> | IV. 107 | ———, <i>Alienation by Custom</i> | V. 453 |
| * ——, <i>Devise</i> | VI. 313 | —— v. Watta, <i>Deed</i> | IV. 158 |
| —— v. Sisson, <i>Descent</i> | III. 394 | —— v. Weatherby, <i>Devise</i> | VI. 181. |
| * — v. Skeggs, <i>Estate on Condition</i> , | II. 10 | | 198 |
| —— v. Smeddle, <i>Deed</i> | IV. 282 | —— v. Webb, <i>id.</i> | 352 |
| —— v. Smith, <i>id.</i> | 177 | —— v. Webber, <i>id.</i> | 373 |
| ———, <i>Devise</i> | VI. 174. 252 | —— v. Weller, <i>Estate at Will</i> | I. 246 |
| —— v. Snelling, <i>id.</i> | 223, 224 | ———, <i>Deed</i> | IV. 62. 70 |
| * — v. Southron, <i>id.</i> | 330 | —— v. Wetton, <i>Devise</i> | VI. 235. |
| —— v. Spencer, <i>Fine</i> | V. 126 | | 368 |
| —— v. Staple, <i>Trust</i> | I. 443 | —— v. Wharton, <i>Estate by Statute</i> , | &c. II. 56 |
| ———, <i>Deed</i> | IV. 146 | | |
| —— v. Stenlake, <i>Devise</i> | VI. 144. | | |
| | 296 | | |

Names of Cases.

69

| | Vol. Page | | Vol. Page |
|---|---------------|---|-------------|
| Doe v. Whitehead, <i>Fine</i> | V. 186. | Dowling's Case, <i>Fine</i> | V. 141 |
| | 218 | Down's Case, <i>id.</i> | 141 |
| — v. Wichelo, <i>Devise</i> | VI. 237 | * Down v. Down, <i>Devise</i> | VI. 183 |
| — v. Willan, <i>id.</i> | 228 | Downes v. Savage, <i>Fine</i> | V. 109 |
| — v. Williams, <i>Deed</i> | IV. 249, | * Downing v. Seymour, <i>Merger</i> | VI. 479 |
| | 269 | Downman's Case, <i>Deed</i> | IV. 125 |
| —, <i>Fine</i> | V. 120 | Downs v. Hopkins, <i>Copyhold</i> | I. 277, 278 |
| — v. Wilson, <i>Copyhold</i> | I. 310 | Downshire v. Sandys, <i>Estate for Life</i> | 129 |
| —, <i>Joint Tenancy</i> | II. 374 | Dowse v. Percival, <i>Trust</i> | I. 422. |
| —, <i>Deed</i> | IV. 175, 176, | | 426 |
| | 177 | * —, <i>Merger</i> | VI. 481 |
| — v. Wood, <i>Devise</i> | VI. 173. 272 | — Demand. <i>Recovery</i> | V. 357 |
| * — v. Woodbridge, <i>Deed</i> | IV. 73 | Dowtie's Case, <i>Estate Tail</i> | I. 90 |
| * — v. Woodhouse, <i>Devise</i> | VI. 229 | * —, <i>Dignities</i> | III. 164 |
| — v. Worsley, <i>Estate on Condition</i> | II. 9 | —, <i>Deed</i> | IV. 270 |
| —, <i>Deed</i> | IV. 299 | Drake v. Munday, <i>id.</i> | 56 |
| — v. Wright, <i>Trust</i> | I. 444. 446 | Draper v. Borlace, <i>Mortgage</i> | II. 169 |
| —, <i>Devise</i> | VI. 128. | | 169 |
| | 162 | Draper's Company v. Yardley, <i>Fine</i> | V. 254 |
| — v. Wroot, <i>Alienation by Custom</i> | V. 462 | Driver v. Edgar, <i>Recovery</i> | 392 |
| —, <i>Devise</i> | VI. 37 | * — v. Frank, <i>Remainder</i> | II. 229 |
| — v. Yates, <i>Remainder</i> | II. 266 | * —, <i>Devise</i> | VI. 169 |
| Bolin v. Coltman, <i>Fine</i> | V. 174 | — v. Hussey, <i>Estate Tail</i> | I. 79 |
| Doe v. Smethier & Leigh, <i>id.</i> | 72 | — v. Lawrence, <i>Fine</i> | V. 171 |
| Donisthorpe v. Porter, <i>Estate in Fee</i> | I. 56 | * — v. Thompson, <i>Devise</i> | VI. 43 |
| —, <i>Mortgage</i> | II. 139 | Drummond v. St. Albans, <i>Offices</i> | III. 104 |
| Don v. Penny, <i>Devise</i> | VI. 402 | * Drury v. Drury, <i>Jointure</i> | I. 200 |
| * Dörner's Case, <i>Deed</i> | IV. 247 | — v. Kent, <i>Common</i> | III. 68 |
| * —, <i>Recovery</i> | V. 273. | — v. Man, <i>Copyhold</i> | I. 293 |
| | 340. 345 | Drybutter v. Bartholomew, <i>Deed</i> | IV. 19 |
| Dörner v. Fortescue, <i>Fine</i> | 125 | Dubber v. Trollope, <i>Devise</i> | VI. 281 |
| — v. Thurland, <i>Deed</i> | IV. 190, 191 | Duberley v. Page, <i>Common</i> | III. 77 |
| Donglas v. Waad, <i>id.</i> | 434 | Dudley v. Dudley, <i>Mortgage</i> | H. 99 |
| * Dove v. Williot, <i>Merger</i> | VI. 467 | — v. Pollitt, <i>Deed</i> | IV. 378 |
| Dow v. Golding, <i>Copyhold</i> | I. 301 | Duff v. Dalzell, <i>id.</i> | 196 |

| | Vol. Page | | Vol. Page |
|--|--------------|---|---------------|
| * Duffield v. Duffield, <i>Devise</i> | VI. 424 | Eare v. Snowe, <i>Recovery</i> | V. 366. |
| Dumpor's Case, <i>Condition</i> | II. 7 | | 368, 369. 384 |
| Dunch v. Kent, <i>Trust</i> | I. 450 | * Earle v. Wilson, <i>Devise</i> | VI. 166 |
| Duncomb v. Duncomb, <i>Remainder</i> | II. 274. 307 | East v. Harding, <i>Copyhold</i> | I. 308. |
| * —————, <i>Merger</i> | VI. 469 | | 318. 320 |
| Duncombe v. Mayer, <i>Estate for Life</i> | I. 107 | Eastcourt v. Weeks, <i>id.</i> | I. 283 |
| ———— v. Wingfield, <i>Fine</i> | V. 163 | Eastwood v. Vike, <i>Jointure</i> | 213 |
| Dundas v. Dutens, <i>Deed</i> | IV. 437 | ————, <i>Descent</i> | III. 331 |
| * Dunk v. Hunter, <i>Estate for Years</i> | I. 243 | Eaton v. Jaques, <i>Mortgage</i> | II. 85 |
| * —————, <i>Deed</i> | IV. 58 | * — v. Lyon, <i>Deed</i> | IV. 402 |
| Dunn v. Green, <i>Alienation by Custom</i> | V. 483 | Ebrand v. Dancer, <i>Trust</i> | I. 401 |
| Dunnage v. White, <i>Deed</i> | IV. 411 | * Eccard v. Brooke, <i>Devise</i> | VI. 147 |
| * —————, <i>Devise</i> | VI. 182 | Eccleston v. Clipsham, <i>Deed</i> | IV. 371 |
| Durnford v. Lane, <i>Deed</i> | IV. 15 | Edge v. Worthington, <i>Mortgage</i> | II. 69 |
| * Durston v. Sandys, <i>Advowson</i> | III. 30 | Edlestone v. Speake, <i>Devise</i> | VI. 80 |
| Dutton v. Engram, <i>Devise</i> | VI. 233 | Edmunds v. Povey, <i>Mortgage</i> | II. 172 |
| Dyer v. Bullock, <i>Tenancy in Common</i> | II. 411 | Edward's Case, <i>Recovery</i> | V. 440 |
| —— v. Dyer, <i>Trust</i> | I. 400 | * Edwards v. Alliston, <i>Deed</i> | IV. 300 |
| ————, <i>Devise</i> | VI. 163 | ———— v. Hammond, (cited 1 New Rep. 324.) <i>Remainder</i> | II. 228 |
| * Dyke v. Sylvester, <i>Deed</i> | IV. 211 | ———— v. Lord Vernon, <i>Tithes</i> | III. 61, 62 |
| Dymmok's Case, <i>id.</i> | 103 | ———— v. Pike, <i>Devise</i> | VI. 128 |
| Dymoke v. Hobart, <i>Advowson</i> | III. 9 | ———— v. Slater, <i>Deed</i> | IV. 135. |
| | | | 236 |
| | | ————, <i>Fine</i> | V. 228 |
| | | * ——— v. Symons, <i>Devise</i> | VI. 340 |
| | | ———— v. Warwick, <i>Estate Tail</i> | I. 97 |
| | | ————, <i>Mortgage</i> | II. 151 |
| | | | II. 151 |
| | | Effingham v. Carew, <i>Joint Tenancy</i> | 374 |
| | | * Egerton v. Jones, <i>Devise</i> | VI. 388 |
| | | * Eilbeck v. Wood, <i>id. Revocation</i> | 105 |

E

| | |
|--------------------------------|----------|
| * Eade v Eade, <i>Devise</i> | VI. 161 |
| Eales v. Conn, <i>Deed</i> | IV. 408 |
| * —————, <i>Recovery</i> | V. 407 |
| * — v. England, <i>Escheat</i> | III. 418 |
| * —————, <i>Devise</i> | VI. 162 |

Names of Cases.

71

| | Vol. Page | | Vol. Page |
|---|--------------|---|-----------|
| Eldridge v. Knott, <i>Rents</i> | III. 298 | *Eure v. Howard, <i>Use</i> (Pre. Cha. 338.) | I. 357 |
| Elie v. Osborn, <i>Remainder</i> | II. 242 | Eustace v. Keightley, <i>Jointure</i> | 207 |
| Elliot v. Elliot, <i>Trust</i> | I. 402 | —— v. Scawen, <i>Joint Tenancy</i> | II. 383 |
| * — v. Hele, <i>Jointure</i> | 205 | —— ———, <i>Deed</i> | IV. 250 |
| Ellis v. Gnavas, <i>Mortgage</i> | II. 89 | —— ———, <i>Fine</i> | V. 212 |
| * — v. Smith, <i>Devise</i> | VI. 50. 81 | Evans v. Astley, <i>Devise</i> | VI. 243 |
| Ellison v. Airey, <i>Trust</i> | I. 456 | * — v. Bicknell, <i>Mortgage</i> | II. 166 |
| —— ———, <i>Devise</i> | VI. 357 | * —, <i>Demand. Fine</i> | V. 103 |
| Elme's Case, <i>Fine</i> | V. 170 | Evelyn's (Lady) Case, <i>Remainder</i> | II. 317 |
| Else v. Osborn, <i>Remainder</i> | II. 289 | Evelyn v. Evelyn, <i>Mortgage</i> | 139 |
| * Elton v. Eason, <i>Devise</i> | VI. 396 | —— ———, <i>Deed</i> | IV. 142 |
| * Elworthy v. Bird, <i>Deed</i> | IV. 438 | —— v. Templar, <i>id.</i> | 428. 430 |
| Ely, Dean and Chapter of, v. Warren, | | Ever v. Aston, <i>Copyhold</i> | I. 290 |
| <i>Copyhold</i> | I. 266 | Everall v. Smalley, <i>Alienation by Custom</i> | V. 481 |
| Elyot's Case, <i>Fine</i> | V. 115 | Ewer v. Corbett, <i>Estate for Years</i> | I. 228 |
| Emanuel College v. Evans, <i>Mortgage</i> | II. 67 | —— v. Hayden, <i>Devise</i> | VI. 174 |
| * — v. Constable, <i>Devise</i> | VI. 61 | —— v. Moyle, <i>Rents</i> | III. 306 |
| Emerson v. Inchbird, <i>id.</i> | 125 | Exeter (Bp.) v. Hele, <i>Advowson</i> | 23 |
| Emerton v. Selby, <i>Common</i> | III. 66 | Exton v. Greaves, <i>Mortgage</i> | II. 71 |
| Emery v. Grocock, <i>Trust</i> | I. 444 | Eyres v. Falkland, <i>Devise</i> | VI. 230 |
| —— v. Wase, <i>Fine</i> | V. 178, 179 | Eyston v. Studde, <i>Recovery</i> | V. 410 |
| Endsworth v. Griffith, <i>Mortgage</i> | II. 73 | Eyton v. Eyton, <i>Deed</i> | IV. 9 |
| England v. Codrington, <i>id.</i> | 71 | —— ———, <i>Fine</i> | V. 143 |
| Englefield's Case, <i>Deed</i> | IV. 107. | | |
| | 211. 240 | | |
| Erish v. Rives, <i>Alienation by Custom</i> | V. 450 | | |
| *Errington v. Errington, <i>Merger</i> | VI. 491. 494 | | |
| Ersfield's Case, <i>Fine</i> | V. 80 | | |
| *Esdaile v. Gall, <i>Devise</i> | VI. 216. 272 | | |
| Estcourt v. Estcourt, <i>Jointure</i> | I. 191. | | |
| | 200 | | |
| Estwick's Case, <i>Tenures</i> | 22 | | |
| Estwick v. Cailland, <i>Deed</i> | IV. 425 | | |
| Eton College v. Beauchamp & Biggs, | | | |
| <i>Remainder</i> | II. 322 | | |
| —— (Provost of) v. Winton, (Ep.) | | | |
| <i>Private Act</i> | V. 11, 12 | | |

F.

| | |
|---|--------------|
| Fairclaim v. Shackleton, <i>Tenancy in Common</i> | II. 403. 407 |
| * — — — — —, <i>Prescription</i> | III. 437 |
| Fairfax v. Heron, <i>Devise</i> | VI. 370 |
| Fairfield v. Morgan, <i>id.</i> | 146 |
| Fairtitle v. Gilbert, <i>Deed</i> | IV. 257 |
| Falkland v. Lytton, <i>Devise</i> | VI. 196 |
| Fanshaw's Case, <i>Deed</i> | IV. 263 |

| | Vol. Page | | Vol. Page |
|---|-----------|--|--------------------|
| Fanshaw v. Rotherham, <i>Tithes</i> | III. 58. | Finch v. Wiachelsea, <i>Estate by Statute, &c.</i> | II. 49 |
| | 60. 62 | Fines, Case of, <i>Fine</i> , | V. 169. |
| *Fanshawe v. Brittain, <i>id.</i> | 44 | | 167. 219 |
| — v. Moore, <i>id.</i> | 55 | Firebrass v. Pennant, <i>Copyhold</i> | I. 372 |
| Fareley's Case, <i>Copyhold</i> | I. 288 | *Fish v. Klein, <i>Deed</i> | IV. 21 |
| Farmer's Case, <i>Fine</i> | V. 74. 79 | *Fishe v. Campion, <i>Rents</i> | III. 297 |
| Farmer v. Rogers, <i>Deed</i> | IV. 85 | Fisher v. Forbes, <i>Jointure</i> | I. 201 |
| Farrant v. Lovell, <i>Estate for Life</i> | I. 122 | — v. Smith, <i>Deed</i> | IV. 101 |
| Farrer v. Billing, <i>Private Act</i> | V. 5 | — v. Wigg, <i>id.</i> | 293. 295, 296, 297 |
| Favel's Case, <i>Estate in Fee</i> | I. 60 | —, <i>Alienation by Custom</i> | V. 466 |
| —, <i>Deed</i> | IV. 420 | Fitch v. Hockley, <i>Devise</i> | VI. 36 |
| Favely v. Easton, <i>Fine</i> | V. 136 | Fitchet v. Adams, <i>Condition</i> | II. 22. |
| Fawcet v. Lowther, <i>Copyhold</i> | I. 268 | | 32 |
| —, <i>Alienation by Custom</i> | V. 462 | Fitzgerald v. Fauconberge, <i>Deed</i> | IV. 202, 408 |
| — v. Strickland, <i>Common</i> | III. 78 | — v. Leslie, <i>Devise</i> | VI. 235 |
| Fawlkner v. Fawlkner, <i>Devise</i> | VI. 164 | Fitzgibbon v. Scanlan, <i>Trust</i> | I. 397 |
| Fazacharley v. Baldo, <i>Fine</i> | V. 238 | Fitzherbert v. Heathcote, <i>Deed</i> | IV. 288 |
| Fellows v. Mitchell, <i>Trust</i> | I. 455 | Fitzhugh's Case, <i>Fine</i> | V. 242 |
| Fenny v. Durrant, <i>Estate by Statute Merchant</i> | II. 48 | *Fitzroy v. Howard, <i>Devise</i> | VI. 194 |
| Fenton v. Foster, <i>Devise</i> | VI. 229 | Fitzwalter Barony, Case of, <i>Dignities</i> | III. 155. 189 |
| Fereyes v. Robertson, <i>Mortgage</i> | II. 137 | Fitzwilliam's Case, <i>Deed</i> | IV. 221 |
| Ferguson v. Cornish, <i>Deed</i> | IV. 60 | —, <i>Recovery</i> | V. 378 |
| Fermor's Case, <i>Remainder</i> | II. 324 | Fladong v. Winter, <i>Prescription</i> | III. 456 |
| —, <i>Fine</i> | V. 202 | *Flanders v. Clark, <i>Devise</i> | VI. 161 |
| Ferrors v. Fermor, <i>Use</i> | I. 359. | *Flarty v. Odium, <i>Offices</i> | III. 117 |
| | 361 | Fleetwood's Case, <i>Estate for Years</i> | I. 234 |
| —, <i>Merger</i> | VI. 490 | Fleetwood v. Calenda, <i>Fine</i> | V. 113 |
| Ferres v. Ferres, <i>Recovery</i> | V. 444 | — v. Templeman, <i>Deed</i> | IV. 123 |
| Finch's (Sir Moyle) Case, <i>Tenures</i> | I. 34 | Fletcher's Case, <i>Devise</i> | VI. 400 |
| —, <i>Fine</i> | V. 135 | Fletcher v. Smiton, <i>id.</i> | 195. 220 |
| Finch v. Finch, <i>Trust</i> | I. 392 | *— v. Soudes (Lord) <i>Advowson</i> | III. 30. 36 |
| *— v. Squire, <i>Mortmain</i> | VI. 16 | | |
| — v. Throckmorton, <i>Deed</i> | IV. 72 | | |

Names of Cases.

73

| | Vol. Page | | Vol. Page |
|--|--|---|------------------|
| Mower v. Baldwin, Deed | IV. 104 | Forth v. Chapman, Devise | VI. 403, 404 |
| Floyd v. Aldridge, Devise | VI. 36 | * — v. Duke of Norfolk, <i>Estate by Statute, &c.</i> | II. 52 |
| — v. Buckland, <i>Deed</i> | IV. 39 | Foskew's Case, Estate Tail | I. 86 |
| Floyer v. Lavington, Mortgage | II. 74 | Foster's Case, Prescription | III. 440. 456 |
| Focus v. Salisbury, Fine | V. 225 | * Foster v. Banbury, Devise | VI. 61 |
| Foiston's Case, Common | III. 71 | — v. Cook, <i>Dower</i> | I. 185, 186 |
| Foley v. Burnell, Deed | IV. 336 | —, <i>Descent</i> | III. 320 |
| — v. Parry, <i>Devise</i> | VI. 163 | —, <i>Devise</i> | VI. 359 |
| Folkard v. Hemmett, Copyhold | I. 263 | — v. Mapes, <i>Deed</i> | IV. 379 |
| —, <i>Common</i> | III. 79 | — v. Pitfall, <i>Recovery</i> | V. 411 |
| * Folkes v. Western, Deed | IV. 241 | — v. Romney, <i>Devise</i> | VI. 265 |
| Food v. Wilson, id. | 383 | — v. Spooner, <i>Estate Tail</i> | I. 116 |
| * Foot v. Marriot, id. | 163 | Fotherby v. Hartridge, Prescription | III. 468 |
| * Forbes v. Ball, Devise | VI. 163 | Fothergill v. Fothergill, Jointure | I. 205 |
| — (Lord) v. Deniston, <i>Deed</i> | IV. 452. 457. 459 | —, <i>Deed</i> | IV. 223. 228 |
| * — v. Moffatt, <i>Merger</i> | VI. 498 | * Fountain v. Cook, Merger | VI. 490 |
| — v. Ross, (2 Bro. C. C. 430.) | <i>Trust</i> I. 455 | Fowell v. Forrest, Deed | IV. 96 |
| Ford v. Compton, Deed | IV. 36 | * Fowle v. Freeman, Deed (Letter) | IV. 36 |
| — v. Grey, <i>Prescription</i> | III. 437 | Fowler v. Ongley, Devise | VI. 329 |
| —, <i>Deed</i> | IV. 264 | * — v. Sanders, <i>Prescription</i> | III. 426 |
| — (Lord) <i>Fine</i> | V. 227 | — v. Seagrave, <i>Franchise</i> | 250 |
| — v. Ossulston, <i>Devise</i> | VI. 168 | Fox's Case, Deed | IV. 98. 100. 253 |
| — v. Pearing, <i>Estate for Life</i> | I. 107, 108 | * Fox v. Bishop of Chester, Advowson | III. 25 |
| — v. Racster, <i>Tithes</i> | III. 42 | — v. Prickwood, <i>Deed</i> | IV. 168 |
| Forder v. Wade, Trust | I. 411 | — v. Swann, (Sty. 482.) <i>Condition</i> | II. 8 |
| —, <i>Descent</i> | III. 391 | Foxley's Case, Franchise | III. 258 |
| Forests, Case of, Franchise | 247 | Foy v. Hynde, Remainder | II. 233 |
| Forrester v. Cotton, Devise | VI. 21 | Framlingham v. Brand, Devise | VI. 145 |
| — v. Leigh, <i>Mortgage</i> | II. 143 | Frampton v. Gerard, Deed | IV. 109 |
| Forse v. Hambling, Devise | VI. 92 | | |
| Forshall v. Coles, (7 Vin. Ab. 54.) | <i>Estate by Statute, &c.</i> II. 44, 45 | | |
| Forster v. Forster, Devise | VI. 290 | | |
| — v. Hale, <i>Trust</i> | I. 390 | | |
| — v. Pollington, <i>Fine</i> | V. 142 | | |
| Fortescue v. Abbott, Mortgage | II. 226 | | |

| | Vol. Page | | Vol. Page |
|---|--------------|---|-------------------|
| * Frank, (in re) <i>Merger</i> | VI. 494 | * Galley v. Barrington, <i>Deed</i> | IV. 287 |
| — v. Stovin, <i>Devise</i> | 239. 306 | * Galliers v. Moss, <i>Devise</i> | VI. 204 |
| Freak v. Lee, <i>id.</i> | 222 | Galton v. Hancock, <i>Mortgage</i> | |
| Freeman v. Barnes, <i>Fine</i> | V. 226 | — — — — —, <i>Devise</i> | II. 128 |
| — — v. Duke of Chandos, <i>Devise</i> | VI. 197 | Gardiner v. Griffiths, <i>Advowson</i> | |
| Freeman v. Freeman, <i>Condition</i> | II. 6 | — — — — —, <i>Copyhold</i> | III. 19, 20 |
| — v. West, <i>Deed</i> | IV. 49. 59 | — — — — — v. Norman, <i>Copyhold</i> | I. 311 |
| Freemoult v. Dedire, <i>id.</i> | 376 | — — — — — v. Shelton, <i>Devise</i> | VI. 164. 241 |
| French v. Caddell, <i>Devise</i> | VI. 388 | Gardner v. Sheldon, <i>id.</i> | |
| — — v. Davies, <i>Dower</i> | I. 185, 186 | * — — v. Harding, <i>id.</i> | 271 |
| * Frere v. Moore, <i>Mortgage</i> | II. 158 | Garforth v. Fearon, <i>Offices</i> | III. 107 |
| Freshwater v. Rois, <i>Recovery</i> | V. 376 | Garland v. Thomas, <i>Devise</i> | VI. 340. 342 |
| Frewin v. Charleton, <i>Remainder</i> | II. 291. 301 | * Garrard v. Lord Lauderdale, <i>Deed</i> | IV. 428 |
| Frogmorton v. Holyday, <i>Devise</i> | VI. 212. 227 | * Garraway's Case, <i>Merger</i> | VI. 470 |
| — — — — — v. Wharrey, <i>Alienation by Custom</i> | V. 471 | Garret v. Blizard, <i>Fine</i> | V. 220 |
| Frontin v. Small, <i>Deed</i> | IV. 28 | — v. Evers, <i>Mortgage</i> | II. 90 |
| Frosel v. Welsh, <i>Alienation by Custom</i> | V. 454 | Garrett v. Lister, <i>Deed</i> | IV. 31 |
| Frost v. Wolveston, <i>Deed</i> | IV. 128 | Garth v. Baldwin, <i>Devise</i> | VI. 285. 289. 312 |
| Fry v. Porter, <i>Condition</i> | II. 14. 17 | * — — v. Blanfrey, <i>Deed</i> | IV. 226 |
| — — — — —, <i>Remainder</i> | 239 | — — v. Cotton, <i>Estate for Life</i> | I. 121. 124. 127 |
| Fuller v. Fuller, <i>Devise</i> | VI. 129. 132 | — — — — —, <i>Remainder</i> | II. 260. 302 |
| — v. Terry, <i>Copyhold</i> | I. 318 | * Garthshore v. Chalie, <i>Jointure</i> | I. 192 |
| Furnival v. Crew, <i>Deed</i> | IV. 394. 400 | * Garthwaite v. Robinson, <i>Deed</i> | IV. 207 |
| Furse v. Weekes, <i>Devise</i> | VI. 329 | Gartside v. Ratcliffe, <i>Recovery</i> | V. 283 |
| Fyshe v. Broket, <i>Fine</i> | V. 91 | Gascoigne v. Barker, <i>Devise</i> | VI. 205 |
| G | | Gateward's Case, <i>Common</i> | III. 66 |
| Gage's Case, <i>Fine</i> | V. 139, 140 | * Gatt v. Noble, <i>Copyhold</i> | I. 256 |
| Gale v. Gale, <i>Remainder</i> | II. 248 | Gawen v. Ramtes, <i>Devise</i> | VI. 22 |
| * — — — — —, <i>Joint Tenancy</i> | 383 | Gawler v. Wade, <i>Mortgage</i> | II. 131 |
| — — — — —, <i>Devise</i> | VI. 424 | Gay v. Kay, <i>Copyhold</i> | I. 260. 270 |
| * — v. Noble, <i>Copyhold</i> | I. 256 | | |
| * Gall v. Esdaile, <i>Devise</i> | VI. 216. 272 | | |

Names of Cases.

75

| Vol. Page | Vol. Page. |
|--|---|
| Geary v. Bearcroft, <i>Estate for Life</i> | Glover v. Lane, <i>Common</i> III. 79 |
| I. 110 | —— v. Spendlove, <i>Devise</i> VI. 197 |
| * ———, <i>Escheat</i> III. 418 | Glynn v. Thorpe, <i>Estate by Statute Merchant</i> II. 42 |
| George v. ——— <i>Devise</i> VI. 42, 43 | Goburn v. Wright, <i>Fine</i> V. 109 |
| —— v. Milbanke, <i>Deed</i> IV. 231 | Godbold v. Freestone, <i>Descent</i> |
| Gerard v. Gerard, <i>Dower</i> I. 164 | III. 341 |
| ——, <i>Dignities</i> III. 145 | * ———, <i>Recovery</i> |
| * Gerrarde v. Worsley, <i>Deed</i> IV. 109 | V. 401 |
| Gervoye's Case, <i>Jointure</i> I. 201, 202 | * ———, <i>Merger</i> |
| Gibbons v. Moulton, <i>Deed</i> IV. 143 | VI. 470 |
| —— v. Stephenson, <i>Recovery</i> | Godbold's Case, <i>Offices</i> III. 110 |
| V. 319 | Goddard's Case, <i>Deed</i> IV. 28 |
| Gibson v. Clark, <i>Prescription</i> | * Goddard, <i>ex parte</i> (1 Myl. & Keen |
| III. 423. 458 | 25) <i>id.</i> 18 |
| * ——— v. Montford, <i>Estate in Fee</i> | —— v. Complin, <i>Recovery</i> |
| I. 64 | V. 397 |
| ——, <i>Devise</i> VI. 228 | Godfrey's Case, <i>Fine</i> 158 |
| —— v. Rogers, <i>id.</i> 116. 444 | Godfrey v. Bullock, <i>Descent</i> |
| Giffard v. Barber, <i>Reversion</i> II. 358, | III. 390 |
| 359 | —— v. Wade, <i>Fine</i> V. 162 |
| Gilbert v. Emerton, <i>Prescription</i> | —— v. Watson, <i>Estate by Sta-</i> |
| III. 468 | <i>tute, &c.</i> II. 61 |
| —— v. Witty, <i>Devise</i> VI. 345 | * ———, <i>Mortgage</i> 149 |
| Giles v. Hooper, <i>Deed</i> IV. 369 | Godolphin v. Penneck, <i>Devise</i> |
| * — v. Wiscot, <i>Joint Tenancy</i> | VI. 358 |
| II. 378 | —— v. Tudor, <i>Offices</i> |
| ——, <i>Merger</i> VI. 480 | III. 107. 110 |
| * Gill, Mary, (ex parte) <i>Contingent</i> | Godwin v. Kilsha, <i>Devise</i> VI. 69 |
| <i>Estate</i> App. VII. 14 | —— v. Winsmore, <i>Trust</i> |
| Gill v. Yeates, <i>Fine</i> V. 140 | I. 410. 411 |
| Gilmore v. Harris, <i>Deed</i> IV. 198 | Godwyn v. Godwyn, <i>Devise</i> VI. 204 |
| Ginger v. White, <i>Devise</i> VI. 291 | * Golding v. Rogers, <i>id.</i> 173 |
| * Girdlestone v. Doe, <i>id.</i> 148 | Gooch's Case, <i>Deed</i> IV. 425 |
| Girling v. Lee, <i>Mortgage</i> II. 104 | Goodall's Case, <i>Mortgage</i> II. 65 |
| * Gladstane v. Ripley, <i>Jointure</i> | Goodill v. Brigham, <i>Deed</i> IV. 134, |
| I. 194 | 135 |
| Glascock's Case, <i>Copyhold</i> 282 | * ———, <i>Merger</i> VI. 490 |
| Gleg v. Gleg, <i>Jointure</i> 207 | Goodman v. Goodright, <i>Devise</i> 383 |
| Glenorchy v. Bosville, <i>Devise</i> | Goodrick v. Brown, <i>Fine</i> V. 256 |
| VI. 297. 308, 309. 311. 315 | Goodrick v. Shotbolt, <i>Fine</i> V. 175 |
| Glover v. Archer, <i>Rents</i> III. 282 | |

| | Vol. Page | | Vol. Page |
|--|-----------------------|--------------------------------------|-------------------------|
| * Goodridge v. Goodridge, <i>Devise</i> | VI. 238. 241 | Goodright v. Richardson, <i>Deed</i> | IV. 60 |
| Goodright v. Allin, <i>id.</i> | 226 | ——— v. Rigby, <i>Recovery</i> | V. 279. 333 |
| ——— v. Barron, <i>id.</i> | 208, 209. 213. 271 | ——— v. Sales, <i>Trust</i> | I. 421. 423 |
| ——— v. Billington, <i>Recovery</i> | V. 394 | ——— v. Saul, <i>Bastardy</i> | III. 230 |
| ——— v. Board & Jones, <i>Fine</i> | 229 | ———, <i>Descent</i> | 320 |
| ——— v. Cator, <i>Deed</i> | IV. 221 | ——— v. Searle, <i>id.</i> | 380 |
| ——— v. Cornish, <i>Remainder</i> | II. 241 | ———, <i>Devise</i> | VI. 426 |
| ——— v. David, <i>Deed</i> | IV. 72 | * ———, <i>Merger</i> | 485 |
| ——— v. Downshire, <i>Devise</i> | VI. 198 | ——— v. Stocker, <i>Devise</i> | 226 |
| ——— v. Dunham, <i>Remainder</i> , | II. 218 | ——— v. Straphan, <i>Deed</i> | IV. 19 |
| ———, <i>Recovery</i> | V. 394 | * ——— v. Swymmer, <i>Trust</i> | I. 416 |
| ———, <i>Devise</i> | VI. 291 | ——— v. Wells, <i>id.</i> | 413 |
| ——— v. Forrester, <i>Reversion</i> | II. 337 | ———, <i>Descent</i> | III. 339 |
| ———, <i>Fine</i> | V. 192. 197. 215 | * ———, <i>Merger</i> | VI. 496 |
| ———, <i>Devise</i> | VI. 30 | ——— v. White, <i>Devise</i> | 167 |
| ——— v. Glazier, <i>id.</i> | 121 | ——— v. Wright, <i>id.</i> | 129 |
| ——— dem. Goodridge v. Good- | ridge, <i>id.</i> | Goodtitle v. Bailey, <i>Deed</i> | IV. 52. 250 |
| ——— v. Harwood, <i>id.</i> | 75 | ——— v. Billington, <i>Remainder</i> | II. 237 |
| * ——— v. Hoskins, <i>id.</i> | 165 | ——— v. Burtenshaw, <i>Deed</i> | IV. 263 |
| ——— v. Mead & Shilson, | <i>Recovery</i> | ——— ex dem. Bridges v. Chandos | (D. of) <i>Recovery</i> |
| ——— v. Moses, <i>Deed</i> | V. 397 | ——— v. M. of Downshire | <i>Devise</i> |
| * Goodright v. Noright, <i>Estate on</i> | <i>Condition</i> | ——— v. Funucan, <i>Deed</i> | IV. 161. 163. 169. 177 |
| ——— v. Pears, <i>Alienation by</i> | <i>Custom</i> | ——— v. Herring, <i>Devise</i> | VI. 291. |
| * ———, <i>Devise</i> | VI. 175 | * ——— v. Holdfast, <i>Estate</i> | <i>on Condition</i> |
| ——— v. Pullyn, <i>id.</i> | 281. 296 | ——— v. Jones, <i>Trust</i> | I. 443 |
| | | ——— v. Maddern, <i>Devise</i> | VI. 224 |

Names of Cases.

77

| | Vol. Page | | Vol. Page |
|--|------------------------|--|---------------|
| Goodtitle v. Meredith, <i>Devise</i> | | Gorton's Case, <i>Deed</i> | IV. 9. 131 |
| ———— v. Miles, <i>id.</i> | 182. 200 | Gosage v. Taylor, <i>id.</i> | 309 |
| ———— v. Morgan, <i>Mortgage</i> | | Gosling v. Warburton, <i>Dower</i> | I. 181. 186 |
| ———— v. Morse, <i>Alienation by Custom</i> | V. 452 | * Gott v. Atkinson, <i>Estate in Fee</i> | 58 |
| ———— v. Newman, <i>Estate in Fee</i> | I. 50 | * —————, <i>Devise</i> | VI. 359 |
| ————, <i>Descent</i> | III. 330. 345 | Gower v. Grosvenor, <i>Deed</i> | IV. 336 |
| * ————— v. Notitle, <i>Mortgage</i> | II. 199 | Grafton v. Horton, <i>Copyhold</i> | I. 303 |
| ———— v. Otway, <i>Devise</i> | VI. 101. 103. 106. 209 | Grandison v. Pitt, <i>Jointure</i> | 220 |
| ———— v. Pegden, <i>id.</i> | 405 | Grant's Case, <i>Fine</i> | V. 160 |
| ———— v. Petto, <i>Deed</i> | IV. 109 | Grant v. Astle, <i>Copyhold</i> | I. 302 |
| ———— v. Stokes, <i>id.</i> | 297 | ———— v. Gunner, <i>Common</i> | III. 77. 79 |
| ———— v. Way, <i>id.</i> | 56 | Grantham v. Copley, <i>Alienation by Custom</i> | V. 476 |
| ———— v. Whithy, <i>Remainder</i> | II. 227, 228 | Gravenor v. Halham, <i>Trust</i> | I. 395 |
| ———— v. White, <i>Descent</i> | III. 337. 380 | ———— v. Tedd, <i>Copyhold</i> | 276 |
| ————, <i>Devise</i> | VI. 427 | Gray v. Briscoe, <i>Deed</i> | IV. 377 |
| * —————, <i>Merger</i> | 485. 496 | ———— v. Mathias, <i>id.</i> | 418 |
| ———— v. Wodhull, <i>Devise</i> | 291 | Grayme v. Grayme, <i>Alienation by Custom</i> | V. 485 |
| ———— v. Wood, <i>id.</i> | 367 | * —————, <i>Merger</i> | VI. 483 |
| Goodwin v. Clarke, <i>Recovery</i> | V. 391 | Grayson v. Atkinson, <i>Devise</i> | 49. 220 |
| ———— v. Goodwin, <i>Deed</i> | IV. 24 | Greatorex v. Carey, <i>Dower</i> | I. 185. 186 |
| * Goodwyn v. Lister, <i>id.</i> | 17 | Gree v. Rolle, <i>Prescription</i> | III. 451 |
| * Gordon v. Gordon, <i>Devise</i> | VI. 166 | Green's Case, <i>King's Grant</i> | V. 57 |
| ———— v. Graham, <i>Mortgage</i> | II. 157 | Green v. Armsteed, <i>Devise</i> | VI. 208 |
| * ————— v. the King's Advocate, <i>Dignities</i> | III. 157 | * ————— v. Bridges, <i>Condition</i> | II. 31 |
| ———— v. Lord Reay, <i>Devise</i> | VI. 117 | * —————, <i>Deed</i> | IV. 73 |
| * Gore v. Gore, <i>id.</i> | 380. 410. 423. 429 | ———— v. Harvey, <i>Dower</i> | I. 176 |
| * ————— v. Perdue, <i>Dower</i> | I. 168 | ———— v. Hayman, <i>Devise</i> | VI. 149 |
| Gorges v. Stanfield, <i>Estate for Life</i> | | ———— v. Horne, <i>Deed</i> | IV. 368 |
| | 105 | ———— v. King, <i>Joint Tenancy</i> | II. 374 |
| | | ———— v. Proude, <i>Recovery</i> | V. 283 |
| | | ————, <i>Devise</i> | VI. 7 |
| | | * ————— v. Stephens, <i>id.</i> | 343. 345. 351 |
| | | * Greenaway v. Adams, <i>Estate on Condition</i> | II. 8 |

| | Vol. Page | | Vol. Page |
|---|----------------------------|--|---------------------|
| * Greene v. Greene, <i>Mortgage</i> | | Gulliver v. Ashby, <i>Recovery</i> | V. 392 |
| | II. 137 | * ———, <i>Devise</i> | VI. 369 |
| Greenhill v. Greenhill, <i>Devise</i> | VI. 23 | —— v. Wickett, <i>id.</i> | 368. 414. 423. |
| * Greenough, Demand. <i>Fine</i> | V. 146 | | 452. 454. 458 |
| * Greenwood v. Ep. London, <i>Advowson</i> | III. 28 | Gully v. Selby, <i>Advowson</i> | III. 19 |
| Gregory and Croucher, <i>Fine</i> | V. 75 | Gunning v. Gunning, <i>Estate for Life</i> | I. 118 |
| Grene v. Austin, <i>Tithes</i> | III. 46 | Gurnel v. Wood, <i>Devise</i> | VI. 426. |
| Greneley's Case, <i>Recovery</i> | V. 413 | | 449 |
| Greswold v. Marsham, <i>Mortgage</i> | | Guy v. Dormer, <i>Deed</i> | IV. 196. 198 |
| | II. 104 | Gwynne v. Heaton, <i>id.</i> | 411 |
| * Gretton v. Haward, <i>Devise</i> | VI. 283 | ——, <i>Devise</i> | VI. 437 |
| * Greville v. Atkins, <i>Offices</i> | III. 111 | Gynes v. Kemsley, <i>id.</i> | 165 |
| Grey's Case, <i>Descent</i> | 324 | | |
| Grey v. Edwards, <i>Deed</i> | IV. 98 | | H. |
| —— v. Grey, <i>Trust</i> | I. 398 | | |
| —— v. Mannock, (2 Edn. 339) | | Habergham v. Vincent, <i>Trust</i> | I. 395 |
| | <i>Estate for Life</i> 103 | * ———, <i>Deed</i> | IV. 196 |
| —— of Ruthyn Barony, Case of, | | ——, <i>Devise</i> | VI. 7. |
| <i>Dignities</i> III. 153. 155. 189 | | | 57. 63. 65. 67. 384 |
| Grieves v. Case, <i>Deed</i> | IV. 22 | Haddon v. Arrowsmith, <i>Deed</i> | IV. 68 |
| Griffin's Case, <i>Dignities</i> | III. 194. | Hadesden v. Gryssell, <i>Common</i> | |
| | 201 | | III. 75 |
| * Griffin v. Tailor, <i>Fine</i> | V. 179 | * Haggerston v. Hanbury, <i>Deed</i> | |
| Griffith's (Sarah) Case, <i>id.</i> | 128 | | IV. 251 |
| Griffith's v. Vere, <i>Devise</i> | VI. 457. | * ———, <i>Recovery</i> | V. 309 |
| | 460. 464 | Haines v. Haines, <i>Devise</i> | VI. 84 |
| * Grimmelt v. Grimmelt, <i>Mortmain</i> | | Hales v. Risley, <i>Remainder</i> | II. 282. |
| | 16 | | 306 |
| Grimston v. Bruce, <i>Condition</i> | II. 30 | * Haley v. Bannister, <i>Devise</i> | VI. 463 |
| Grove v. Grove, <i>Mortgage</i> | 171 | Halifax v. Higgens, <i>Mortgage</i> | |
| —— v. Hook, <i>Jointure</i> | I. 210 | | II. 151 |
| * Groves v. Groves, <i>Deed</i> | IV. 410 | * — v. Wilson, <i>Devise</i> | VI. 340 |
| Grymes v. Peacock, <i>Common</i> | III. 84 | Hall, ex parte, <i>Dower</i> | I. 155 |
| Guavara's Case, <i>Curtesy</i> | I. 142 | —— v. Arrowsmith, (Poph. 105.) | |
| * Guffley v. Pindar, <i>Estate for Life</i> | | | <i>Copyhold</i> 309 |
| | 117 | * — v. Doe, <i>Mortgage</i> | II. 121 |
| Gulliford v. De Cardonell, <i>Offices</i> | | * ———, <i>Fine</i> | V. 255 |
| | III. 110 | —— v. Dunch, <i>Mortgage</i> | II. 101 |
| Gulliver v. Ashby, <i>Remainder</i> | II. 239 | | |
| * ———, <i>Deed</i> | IV. 349 | | |

Table of Statutes.

79

| | Vol. Page | | Vol. Page |
|---|-------------|---|---------------|
| Hall v. Dunch, <i>Devise</i> | VI. 110 | Harcourt v. Pole, <i>Rents</i> | III. 280 |
| — v. Hardy, <i>Fine</i> | V. 177. 179 | Hard v. Wadham, <i>Condition</i> | II. 30 |
| * — v. Luckup, <i>Devise</i> | VI. 169 | Hardacre v. Nash, <i>Devise</i> | VI. 176 |
| — v. Potter, <i>Deed</i> | IV. 411 | Harding v. Gardner, <i>id.</i> | 214 |
| — v. Seabright, <i>id.</i> | 54 | — v. Glyn, <i>Deed</i> | IV. 232 |
| * — v. Surtees, <i>Tenant at Suffer- ance</i> | I. 243 | * ———, <i>Devise</i> | VI. 162 |
| * ———, <i>Mortgage</i> | II. 80 | — v. Nelthorpe, <i>Deed</i> | IV. 392 |
| — v. Woodcock, <i>Recovery</i> | V. 426 | — v. Suffolk, <i>id.</i> | 255 |
| Halliley v. Kirtland, (2 Ch. R. 162.) <i>Mortgage</i> | II. 107 | Hardwin v. Warner, <i>id.</i> | 241 |
| Halton v. Hassell, <i>Copyhold</i> | I. 302 | Hardy v. Reeves, <i>Mortgage</i> | II. 86 |
| — v. E. of Thanet, <i>Joint Te- nancy</i> | II. 388 | — v. Seyer, <i>Remainder</i> | 235 |
| — ———, <i>Tenancy in Common</i> | 411 | Hare (Goodright <i>ex dem.</i>) v. Board and Jones, <i>Fine</i> | V. 229 |
| Hamell v. Hunt, <i>Deed</i> | IV. 292 | * — v. Groves, <i>Rents</i> | III. 300 |
| Hamerton v. Clayton, <i>id.</i> | 295 | Harkness v. Bayley, <i>Devise</i> | VI. 110 |
| — v. Rogers, <i>Mortgage</i> | II. 111 | Harland v. Trigg, <i>id.</i> | 161 |
| Hamilton v. Mohun, <i>Dower</i> | I. 172 | Harley v. West, <i>Recovery</i> | V. 412 |
| — v. Mordaunt, <i>Deed</i> | IV. 172 | * Harmood v. Oglander, <i>Prescrip- tion</i> | III. 463. 465 |
| Hammington v. Rudyard, <i>Devise</i> | VI. 395 | * ———, <i>Devise</i> | VI. 106 |
| * ———, <i>Merger</i> | 485 | Harneis v. Mickletwaite, <i>Fine</i> | V. 75 |
| Hammond v. Hill, <i>Deed</i> | IV. 380 | * Harper v. Faulder, <i>Estate for Life</i> | I. 108 |
| — v. Wennibank, (3 Buls. 268.) <i>Copyhold</i> | I. 311 | * ———, <i>Mortgage</i> | II. 166 |
| Hampton v. Spencer, <i>Trust</i> | 391 | * Harrington v. Klopogge, <i>Offices</i> | III. 111 |
| * Hannaford and Wife, <i>Fine</i> | V. 81 | * ——— v. Price, <i>Estate Tail</i> | I. 75 |
| Hanbury v. Cockerell, <i>Devise</i> | VI. 367 | * ———, <i>Deed</i> | IV. 117 |
| Hands v. James, <i>id.</i> | 54, 55 | — v. Smith, <i>Alienation by Custom</i> | V. 451 |
| Hanington v. Du Chatel, <i>Offices</i> | III. 112 | — v. Wise, <i>Rents</i> | III. 281 |
| Hanmer v. Eyton, <i>Fine</i> | V. 183 | — ——— <i>Deed</i> | IV. 55 |
| Hannam v. Woodford, <i>Estate by Statute, &c.</i> | II. 55 | Harris v. Barnes, <i>Devise</i> | VI. 423 |
| Hansard v. Hardy, <i>Mortgage</i> | 195 | — v. Cutler, <i>id.</i> | 37 |
| Harbert's Case, <i>id.</i> | 42. 47 | * — v. Evans, (O. Bridg. 547.) <i>Use</i> | I. 378 |
| Harcourt v. Fox, <i>Offices</i> | III. 99 | — v. Ingledew, <i>Devise</i> | VI. 355 |

| | Vol. Page | | Vol. Page |
|---------------------------------------|-------------|--|---------------|
| Harris v. Jays, <i>Copyhold</i> | I. 263. 271 | Haverington's Case, <i>Deed</i> | IV. 128 |
| — v. Lincoln, (Ep.) <i>Devise</i> | VI. 153 | — — — — —, <i>Fine</i> | V. 175 |
| * — v. Pugh, <i>Use</i> | I. 413 | Havergill v. Hare, <i>Rents</i> | III. 287 |
| Harrison, ex parte, <i>Remainder</i> | H. 330 | Hawe v. Burton, <i>Devise</i> | VI. 14 |
| * — — — — —, <i>Merger</i> | VI. 472 | Hawes v. Hawes, <i>id.</i> | 138. 331. 340 |
| Harrison's Case, <i>Franchise</i> | III. 251 | — v. Swain, <i>Tithes</i> | III. 50 |
| Harrison v. Austin, <i>Deed</i> | IV. 106 | — v. Wyatt, <i>Devise</i> | VI. 104 |
| — v. Belsey, <i>Remainder</i> | II. 272 | Hawkins v. Hawkins, <i>Deed</i> | VI. 169 |
| — v. Evans, <i>Offices</i> | III. 109 | — v. Holmes, <i>id.</i> | IV. 34 |
| * — v. Harrison, <i>Mortmain</i> | VI. 16 | — v. Kelley, <i>Rents</i> | III. 308, 309 |
| — — — — —, <i>Devise</i> | 51. 435. | — v. Kemp, <i>Deed</i> | IV. 191. |
| | 444 | | 233. 405 |
| — v. Owen, <i>Mortgage</i> | II. 91 | * — v. Shewen, <i>Descent</i> | III. 334 |
| Hart's Case, <i>Fine</i> | V. 240 | — v. Taylor, <i>Mortgage</i> | II. 188 |
| Hart v. Middlehurst, <i>Deed</i> | IV. 323 | Hawks v. Molineux, <i>Common</i> | III. 69 |
| Harton v. Harton, <i>Trust</i> | I. 385 | * Haworth v. Herbert, <i>Dower</i> | I. 176 |
| Hartop's Case, <i>Use</i> | 369. 378 | Hay v. Coventry, <i>Deed</i> | IV. 350 |
| * — v. Lord Carbery, <i>Devise</i> | VI. 369 | — — — — —, <i>Devise</i> | VI. 264 |
| Hartpole v. Walsh, <i>Mortgage</i> | II. 119 | * Hayes v. Foorde, <i>Remainder</i> | II. 246 |
| Hartwell v. Chitters, <i>id.</i> | 103 | — — — — —, <i>Devise</i> | VI. 136. 279 |
| — v. Hartwell, <i>Offices</i> | III. 113 | Haymer v. Haymer, <i>Jointure</i> | I. 203 |
| Harvey v. Ashley, <i>Deed</i> | IV. 15 | Haynsworth v. Pretty, <i>Devise</i> | VI. 125 |
| — v. Aston, <i>Condition</i> | II. 15 | Hayter v. Rod, <i>Estate for Years</i> | I. 235 |
| — v. Montague, <i>Reversion</i> | 346 | — — — — —, <i>Trust</i> | 423 |
| Harwell v. Lucas, <i>Remainder</i> | 265 | — — — — —, <i>Deed</i> | IV. 328 |
| * Harwood v. Goodright, <i>Devise</i> | VI. 122 | Hayward v. Angell, <i>Condition</i> | II. 30 |
| * Hasker v. Sutton, <i>Remainder</i> | II. 270 | Head v. Egerton, <i>Mortgage</i> | 167 |
| * — — — — —, <i>Merger</i> | VI. 472. | — v. Head, <i>Descent</i> | III. 320 |
| | 489 | Heams v. Bance, <i>Mortgage</i> | II. 110 |
| Hasket v. Strong, <i>Mortgage</i> | H. 172 | Hearle v. Greenbank, <i>Trust</i> | I. 408, |
| Hastead v. Searle, <i>Devise</i> | VI. 183 | | 409 |
| Hatcher v. Curtis, <i>Deed</i> | IV. 138 | — — — — —, <i>Deed</i> | IV. 140. |
| Hatfield v. Thorpe, <i>Devise</i> | VI. 61 | | 144 |
| Hatton's Case, (Sir C.) <i>Deed</i> | IV. 109 | — — — — —, <i>Devise</i> | VI. 17. |
| Hatton v. Gray <i>id.</i> | 34 | | 20: 257 |
| — v. Nichol, <i>Devise</i> | VI. 355 | Heath v. Heath, <i>Deed</i> | IV. 349 |
| | | — — — — —, <i>Devise</i> | VI. 367 |
| | | — v. Wilmot, (Sir J. E.) <i>Fine</i> | V. 145 |

Names of Cases.

81

| | Vol. Page | | Vol. Page |
|---|-------------------|---|--------------|
| Heathcock v. Hanbury, <i>Fine</i> | V. 113 | Hesketh v. Gray, <i>Advowson</i> | III. 33 |
| *Heathcote v. Mainwaring, <i>Tithes</i> | III. 51 | Heskett v. Lee, <i>Recovery</i> | V. 350 |
| Hebblethwaite v. Cartwright, <i>Deed</i> | IV. 280 | * Hetherington v. Graham, <i>Dower</i> | I. 175 |
| Heddy v. Wheelhouse, <i>Franchise</i> | III. 265 | Hett v. Mudds, <i>Tithes</i> | III. 54 |
| Hedges v. Everard, <i>Jointure</i> | I. 207 | Hewit v. Hewit, <i>Estate for Life</i> | I. 130 |
| Heigate v. Williams, <i>Ways</i> | III. 90 | Hewitt v. Adams, <i>Tithes</i> | III. 44 |
| *Hegan v. Johnson, <i>Estate for Life</i> | I. 243 | Heydon v. Smith, <i>Estate for Life</i> | I. 116 |
| Hele v. Bond, <i>Deed</i> | IV. 138 | —————, <i>Copyhold</i> | 280, 281 |
| Heliot v. Sanders, <i>Fine</i> | V. 164 | * —————, <i>Merger</i> | VI. 475 |
| Hellier, ex parte, <i>Devise</i> | VI. 121 | Heylyn v. Heylyn, <i>Devise</i> | 37. 122 |
| Helps v. Hereford, <i>Fine</i> | V. 213 | Heyward's Case, <i>Deed</i> | IV. 251. 253 |
| Helmsley v. Price, <i>id.</i> | 121 | Hicks v. Hicks, <i>Estate for Life</i> | I. 107 |
| *Heneage v. Lord Andover, <i>Devise</i> | VI. 161 | —— v. Mors, <i>Devise</i> | VI. 96 |
| Henfree v. Bromley, <i>Deed</i> | IV. 407 | Hickson v. Witham, <i>id.</i> | 7 |
| Henn's Case, <i>Ways</i> | III. 88 | Hide v. Newport, <i>Copyhold</i> | I. 326 |
| Henn v. Hansen, <i>Deed</i> | IV. 245 | Higginbottom's Case, <i>Deed</i> | IV. 381 |
| Henningham v. Windham, <i>Recovery</i> | V. 425 | Higgins v. Dowler, <i>Devise</i> | VI. 415 |
| Hennings v. Brabason, <i>Estate for Years</i> | I. 226 | Higgon v. Syddal, <i>Mortgage</i> | II. 171 |
| Henvell v. Whitaker, <i>Devise</i> | VI. 356 | Higham v. Baker, <i>Devise</i> | VI. 173 |
| Henzell v. Lodge, <i>Recovery</i> | V. 356 | Highway v. Banner, <i>Deed</i> | IV. 318. 333 |
| *Hepworth v. Taylor, <i>Devise</i> | VI. 148 | —————, <i>Alienation by Custom</i> | V. 468 |
| Herbert's (Sir W.) Case, <i>Mortgage</i> | II. 131, 132. 134 | Hilchins v. Hilchins, <i>Dower</i> | I. 164 |
| Herbert v. Binion, <i>Fine</i> | V. 238 | Hill's Case, <i>Rents</i> | III. 277 |
| —————, <i>Recovery</i> | 373 | Hill v. Adams, <i>Trust</i> | I. 430 |
| ———— v. Fream, <i>Estate Tail</i> | I. 84 | * — v. Barclay, <i>Estate on Condition</i> | II. 31 |
| Herlakenden's Case, <i>Estate Tail after possibility, &c.</i> | 136 | — v. Carr, <i>Estate Tail</i> | I. 84 |
| Heron v. Treynne, <i>Deed</i> | IV. 381 | — v. Grange, <i>Condition</i> | II. 35 |
| Herring v. Browne, <i>id.</i> | 200 | * — v. Hill, <i>Deed</i> | IV. 259 |
| —————, <i>Fine</i> | V. 185 | — v. Ep. London, <i>Trust</i> | I. 395 |
| Hertford v. Leech, <i>Tithes</i> | III. 52 | — v. Upchurche, <i>Alienation by Custom</i> | V. 480 |
| * Hervey ex parte, <i>Copyhold</i> | I. 293 | Hillary v. Waller, <i>Trust</i> | I. 415 |
| * ——— v. Hervey, <i>Deed</i> | IV. 156 | | |

| | Vol. Page | | Vol. Page |
|---|--------------|--|--------------|
| Hilliard v. Stapleton, <i>Advowson</i> | | Hoe v. Taylor, <i>Copyhold</i> | I. 264 |
| | III. 30 | * Hogan v. Jackson, <i>Devise</i> | VI. 179. 220 |
| Hilton v. King, <i>Devise</i> | VI. 82 | Holbeach v. Sambeach, <i>Fine</i> | V. 213 |
| Hindson (Doe Ex dem.) v. Kersey, <i>id.</i> | 61 | Holbrook v. Sharpey, <i>Deed</i> | IV. 461 |
| Hine v. Dodd, <i>Deed</i> | IV. 458, 459 | Holcroft's Case, <i>Remainder</i> | II. 226 |
| Hinton v. Hinton, <i>Copyhold</i> | I. 288 | —————, <i>Deed</i> | IV. 427 |
| * Hiscocks v. Wilmot, <i>Tithes</i> | III. 47 | Holcroft v. Heel, <i>Franchise</i> | III. 264 |
| Hitchcock v. Sedgwick, <i>Mortgage</i> | II. 195 | Holder v. Preston, <i>Copyhold</i> | I. 296 |
| Hitchens v. Hitchens, <i>Dower</i> | I. 179 | —————, <i>Alienation by Custom</i> | V. 452 |
| | 184. 186 | ———— v. Taylor, <i>Deed</i> | IV. 368 |
| Hitchins v. Basset, <i>Devise</i> | VI. 75. | Holdernes v. Carmarthen, <i>Estate Tail</i> | I. 73 |
| | 77 | * —————, <i>Rents</i> | III. 292 |
| Hobart v. Hammond, <i>Copyhold</i> | I. 301 | Holdfast v. Clapham, <i>Alienation by Custom</i> | V. 461 |
| * ——— v. Ld. Stamford, <i>Devise</i> | VI. 142 | ———— v. Dowsing, <i>Devise</i> | VI. 61 |
| * Hobson v. Blackburn, <i>id.</i> | 194 | ———— v. Marten, <i>id.</i> | 215 |
| Hoby's Case, <i>Descent</i> | III. 325 | Holford v. Hatch, <i>Deed</i> | IV. 374 |
| Hoby v. Hoby, <i>Dower</i> | I. 171 | Holland's Case, <i>Private Act</i> | V. 2 |
| Hockley v. Mawbey, <i>Devise</i> | VI. 257 | Holland v. Bonis, <i>Deed</i> | IV. 99 |
| Hodges v. Drakeford, <i>Deed</i> | IV. 89 | ———— v. Dauntzey, <i>Recovery</i> | V. 323. 427 |
| * ——— v. Green, <i>Devise</i> | VI. 96. | ———— v. Fisher, <i>King's Grant</i> | 61 |
| | 103 | Hollet v. Sanders, <i>Recovery</i> | 379 |
| ———— v. Templer, <i>Estate by Statute</i> | II. 43, 44 | Hollingshead v. Hollingshead, <i>Deed</i> | IV. 16 |
| Hodgeson v. Bussey, <i>Deed</i> | IV. 328 | Hollinshead v. Walton, <i>Common</i> | III. 66 |
| * Hodgkins v. Robson, <i>Rents</i> | III. 297 | Hollis v. Carr, <i>Deed</i> | IV. 368 |
| Hodgkinson v. Star, <i>Devise</i> | VI. 158 | * Holman, <i>ex parte</i> , <i>Trust</i> | I. 444 |
| Hodgkinsonne v. Whood, <i>id.</i> | 109 | Holman v. Exton, <i>Estate for Life</i> | 102 |
| Hodgson v. Ambrose, <i>id.</i> | 130. 132. | Holmes v. Buckley, <i>Deed</i> | IV. 372, 373 |
| | 137. 278 | ———— v. Coghill, <i>id.</i> | 231 |
| Hodle v. Healey, (1 V. & B. 536) | | —————, <i>Devise</i> | VI. 120 |
| —————, <i>Mortgage</i> | II. 118 | ———— v. Meynel, <i>id.</i> | 343 |
| Hodsdon v. Lloyd, <i>Devise</i> | VI. 92 | ———— v. Sellers, <i>Deed</i> | IV. 51 |
| Hodson v. Sharpe, <i>Deed</i> | IV. 461 | | |
| ———— v. Wallis, <i>Reversion</i> | II. 343 | | |
| Hoe v. Gerils, <i>Devise</i> | VI. 367 | | |

Names of Cases.

83

| | Vol. Page | | Vol. Page |
|---|---------------|--|---------------|
| Holroyd v. Breare, <i>Tenures</i> | I. 33 | Horton v. Whittaker, <i>Remainder</i> | II. 222 |
| Holt v. Burleigh, <i>Deed</i> | IV. 136 | * Horwood v. West, <i>Devise</i> | VI. 162 |
| — v. Holt, <i>id.</i> | 156. 225 | Hoskins v. Featherstone, <i>Estate for</i> | |
| — v. Lowe, <i>Fine</i> | V. 256 | Life | I. 132 |
| — v. Mill, <i>Mortgage</i> | II. 172 | — v. Robins, <i>Common</i> | III. 74 |
| * — v. Sambach, <i>Merger</i> | VI. 474 | * Hougham v. Sandys, <i>Power of Sale</i> | IV. 198 |
| * — v. Bp. of Winchester, <i>Advowson</i> | III. 14 | * Houghton v. Tate, <i>Deed</i> | 125 |
| * Holtzaffell v. Baker, <i>Rents</i> | 300 | Hovenden v. Annesley, <i>Prescription</i> | III. 459. 465 |
| Hone v. Medcraft, <i>Devise</i> | VI. 112 | How v. Whitfield, <i>Deed</i> | IV. 212 |
| Honeycomb v. Waldron, <i>Deed</i> | IV. 449 | Howard of Walden Barony, <i>Case of</i> | |
| Honor v. Honor, <i>id.</i> | 317. 324 | Dignities | III. 194. 201 |
| Hooker v. Hooker, <i>Dower</i> | I. 163 | Howard's Case, <i>Offices</i> | 116 |
| —, <i>Remainder</i> | II. 274 | Howard v. Bartlet, <i>Copyhold</i> | I. 285 |
| * —, <i>Merger</i> | VI. 473. | * — v. Ducane, <i>Power of Sale</i> | IV. 179 |
| | 484 | — v. Harris, <i>Mortgage</i> | II. 70. |
| * Hooper, <i>Ex parte, Mortgage</i> | II. 69. 174 | | 105 |
| * — v. Goodwin, <i>Devise</i> | VI. 64. 67 | — v. Hooker, <i>Deed</i> | IV. 413 |
| * — v. Ramsbottom, <i>Deed</i> | IV. 30 | * — v. Duke of Norfolk, <i>Estate</i> | |
| Hope d. Brown v. Taylor, <i>Devise</i> | VI. 177. 243 | for Years | I. 235 |
| Hopewell v. Ackland, <i>id.</i> | 220 | — v. Wood, <i>Offices</i> | III. 100 |
| Hopkins v. Hopkins, <i>Trust</i> | I. 382 | Howe v. Howe, <i>Trust</i> | I. 398 |
| —, <i>Remainder</i> | II. 247 | Howel v. Howel, <i>Deed</i> | IV. 320 |
| * —, <i>Prescription</i> | III. 461. 464 | * Howell v. George, <i>Fine</i> | V. 179 |
| —, <i>Devise</i> | VI. 419. | — v. King, <i>Ways</i> | III. 88 |
| | 422, 423. 443 | — v. Price, <i>Mortgage</i> | II. 118 |
| * — v. Myall, <i>Power</i> | IV. 193 | | 124 |
| Hopton v. Johns, <i>Recovery</i> | V. 348 | — v. Richards, <i>Deed</i> | IV. 383 |
| Hore v. Dix, <i>Deed</i> | IV. 110 | Howes v. Brushfield, <i>id.</i> | 387 |
| Horne v. Barton, <i>Devise</i> | VI. 343. 364 | Howlet v. Carpenter, <i>Fine</i> | V. 224 |
| * Horner v. Swann, <i>Deed</i> | IV. 237 | Howton v. Frearson, <i>Ways</i> | III. 87 |
| * Horridge v. Ferguson, <i>Devise</i> | VI. 147 | Hudson's Case, <i>Deed</i> | IV. 409 |
| * Horsfall, <i>in re, id.</i> | 204 | Hudson v. Benson, <i>Recovery</i> | V. 363. |
| | | | 372 |
| | | * — v. Revett, <i>Deed</i> | IV. 25. 408 |
| | | Huggins v. Bambridge, <i>Offices</i> | III. 110 |
| | | Hughes v. Clubb, <i>Recovery</i> | V. 411 |

| | Vol. Page | | Vol. Page |
|--|---------------|---|-------------------|
| *Hughes v. Dillon, <i>Devise</i> | VI. 359 | Huntingdon v. Huntingdon, <i>Mort-</i> | |
| *——— v. Doulsen, <i>Estate in Fee</i> | | <i>gage</i> | II. 143 |
| | I. 58 | * Huntley's Case, <i>Devise</i> | VI. 330 |
| ——— v. Games, (Select Ca. Tem. | | Hurd v. Fletcher, <i>Deed</i> | IV. 387 |
| King. 62.) <i>Copyhold</i> | 263 | Hurst v. Winchelsea, <i>Devise</i> | |
| ——— v. Robotham, <i>Deed</i> | IV. 87 | | VI. 124 |
| * —————, <i>Merger</i> | | Hussey's Case, <i>Deed</i> | IV. 119 |
| | VI. 476 | ———, <i>Devise</i> | VI. 96 |
| Huguenin v. Baseley, <i>Deed</i> | IV. 411 | * —————, <i>Merger</i> | 482 |
| Hull v. Shardbrook, <i>Alienation by</i> | | * Hussey v. Grills, <i>Copyhold</i> | I. 258 |
| <i>Custom</i> | V. 491 | ———, <i>Devise</i> | VI. 69 |
| Hulm v. Heylock, <i>Fine</i> | 121. 179 | Hutchins v. Lee, <i>Trust</i> | I. 403 |
| Hulme v. Heygate, <i>Devise</i> | VI. 119 | Hutchinson's Case, <i>Advowson</i> | III. 24 |
| Humberstone v. Humberstone, <i>id.</i> | | ———, <i>Fine</i> | V. 128. 242 |
| | 151. 442. 449 | Hutton v. Simpson, <i>Devise</i> | VI. 129 |
| Hume v. Burton, <i>Recovery</i> | V. 290. | Huxstep v. Brooman, <i>id.</i> | 176 |
| | 428. 443 | Huyt v. Cogan, <i>Estate by Statute,</i> | |
| Hummerston's Case, <i>Use</i> | I. 358. 375 | <i>&c.</i> | II. 48 |
| * Humphreys v. Wagstaff, <i>Tithes</i> | | Hyde v. Hyde, <i>Devise</i> | VI. 64. |
| | III. 64 | | 79, 80. 83 |
| Hungate's Case, <i>Fine</i> | V. 88. 128. | —— v. Skinner, <i>Deed</i> | IV. 396. 398 |
| | 250. 252 | | |
| Hungerford v. Clay, <i>Mortgage</i> | | | |
| | II. 86 | | |
| * Hunsdon, Barony of, <i>Dignities</i> | | | |
| | III. 219 | | |
| Hunt v. Bourne, <i>Prescription</i> | 447 | | |
| ———, <i>Fine</i> | V. 104 | Ibbetson v. Beckwith, <i>Devise</i> | |
| —— v. Burn, <i>id.</i> | 217 | | VI. 212. 215. 226 |
| ———, <i>Recovery</i> | 300 | Ibbotson v. Rhodes, <i>Mortgage</i> | |
| —— v. Coles, <i>Trust</i> | I. 413 | | II. 169 |
| ——— <i>Estate by Statute,</i> | | Idle v. Cook, <i>Deed</i> | IV. 282 |
| <i>&c.</i> | II. 53 | ———, <i>Alienation by Custom</i> | |
| —— v. Hunt, <i>Condition</i> | 32 | | V. 466 |
| —— v. King, <i>Fine</i> | V. 159. 166 | Iggulden v. May, <i>Deed</i> | IV. 398, 401 |
| * Huntingdon, Earldom of, <i>Dignities</i> | | Ilchester (Lord), <i>ex parte, Devise</i> | |
| | III. 237 | | VI. 90. 95 |
| ——— v. Greenville, <i>Estate</i> | | Ilderton v. Ilderton, <i>Dower</i> | I. 155 |
| <i>by Statute, &c.</i> | II. 63 | Inchley v. Robinson, <i>Devise</i> | VI. 185 |
| ——— v. Huntingdon, <i>Trust</i> | | Incedon v. Northcote, <i>Dower</i> | I. 180 |
| | I. 420 | ———, <i>Recovery</i> | |
| | | | V. 383 |
| | | * Ingleby v. Swift, <i>Deed</i> | IV. 94 |

Names of Cases.

85

| | Vol. Page |
|---|-----------|
| Ingram's Case, <i>Offices</i> | III. 110 |
| Ingram v. Gibson, <i>Mortgage</i> | II. 159 |
| —— v. Ingram, <i>Deed</i> | IV. 211 |
| Innes v. Jackson, <i>Mortgage</i> | II. 148 |
| ——, <i>Fine</i> | V. 176 |
| Ireland v. Rittle, <i>Joint Tenancy</i> | II. 390 |
| Ireson v. Denn, <i>Mortgage</i> | 112 |
| Iseham v. Morrice, <i>Deed</i> | IV. 256 |
| —— —, <i>Fine</i> | V. 182 |
| Ives v. Legge, <i>Remainder</i> | II. 218 |
| * Ivie v. Ivie, <i>Estate for Life</i> | I. 108 |
| Ivy v. Gilbert, <i>Deed</i> | IV. 137 |

J.

| | |
|--|-------------|
| Jackman v. Hoddesdon, <i>Copyhold</i> | I. 308 |
| * Jackson, <i>Demand. Fine</i> | V. 119 |
| ——, <i>Recovery</i> | 147 |
| | 350 |
| Jackson v. Cator, <i>Estate for Life</i> | I. 116 |
| —— v. Hurlock, <i>Devise</i> | VI. 91 |
| * — v. Innes, <i>Mortgage</i> | II. 148 |
| ——, <i>Fine</i> | V. 176 |
| —— v. Jackson, <i>Jointure</i> | I. 205 |
| * —, <i>Deed</i> | IV. 48. 412 |
| James, <i>ex parte, id.</i> | 412 |
| —— v. Dean, <i>Trust</i> | I. 397 |
| —— —, <i>Devise</i> | VI. 113 |
| Jason v. Eyres, (2 Cha. Ca. 33.) | |
| <i>Mortgage</i> | II. 69 |
| * Jeanes v. Wilkins, <i>Estate by Statute,</i> | |
| <i>&c.</i> | 52 |
| Jebb v. Abbot, <i>Trust</i> | I. 452 |
| * Jefferies's (Lord) Case, <i>Fine</i> | V. 140 |
| Jefferson, v. Ep. Durham, <i>Estate</i> | |
| <i>for Life</i> | I. 131 |

| | Vol. Page |
|--|--------------|
| Jeffery v. Honywood, <i>Devise</i> | VI. 273 |
| Jeffery at Hay's Case, <i>Prescription</i> | III. 423 |
| Jemmott v. Cooley, <i>Rents</i> | 286 |
| Jenison v. Lexington, <i>id.</i> | 279 |
| Jenkins v. Church, <i>Deed</i> | IV. 70 |
| * — v. Jenkins, <i>Devise</i> | VI. 227 |
| —— v. Kemis, <i>Deed</i> | IV. 235 |
| * — v. Kemishe, <i>id.</i> | 442, 443 |
| —— v. Keymes, <i>Estate Tail</i> | I. 84 |
| —— v. Keymis, <i>Deed</i> | IV. 432 |
| —— v. Pritchard, <i>Descent</i> | III. 379 |
| —— v. Young, <i>Use</i> | I. 354 |
| Jenkinson v. Staples, <i>Recovery</i> | V. 356 |
| Jenner v. Morgan, <i>Rents</i> | III. 306 |
| —— v. Tracy, <i>Mortgage</i> | II. 115 |
| Jennings's Case, <i>Recovery</i> | V. 308. |
| | 352. 365 |
| Jennings v. Chauntery, <i>Fine</i> | 99 |
| —— v. Moore, <i>Deed</i> | IV. 455 |
| —— —, <i>Alienation by</i> | |
| <i>Custom</i> | V. 474 |
| —— v. Vernon, <i>Recovery</i> | 314 |
| —— v. Ward, <i>Mortgage</i> | II. 71 |
| Jenour v. Jenour, <i>Devise</i> | VI. 340 |
| Jerman v. Orchard, <i>Deed</i> | IV. 264 |
| Jermin v. Arscott, <i>Condition</i> | II. 4 |
| —— —, <i>Remainder</i> | 232 |
| Jerrard v. Saunders, <i>Trust</i> | I. 426 |
| Jersey v. Deane, <i>Fine</i> | V. 184. |
| | 186, 187 |
| Jervis v. Bruton, <i>Estate Tail</i> | I. 75 |
| —— —, <i>Condition</i> | II. 6 |
| —— v. Tayleur, <i>Estate Tail</i> | I. 89 |
| Jervoise v. Duke of Northumberland, | |
| <i>Devise</i> | VI. 156. 288 |
| Jesser v. Gifford, <i>Reversion</i> | II. 337 |

| | Vol. Page | | Vol. Page |
|---|-----------|--|---------------|
| Jesson v. Wright, <i>Devise</i> | VI. 306 | Jones v. Morgan, <i>Devise</i> | VI. 288. |
| Jesus College v. Bloom, <i>Estate for Years</i> | I. 231 | | 327. 385. 391 |
| —————, <i>Remainder</i> | II. 318 | * —————, <i>Merger</i> | 498 |
| Jew v. Thirkwell, <i>Rents</i> | III. 305 | ———— v. Morley, <i>Deed</i> | IV. 121 |
| *Jezeph v. Ingram, <i>Deed</i> | IV. 442 | ———— v. Newman, <i>Devise</i> | VI. 165 |
| Jobson's Case, <i>Devise</i> | VI. 171 | ———— v. Perry, <i>id.</i> | 29 |
| Johns v. Lawrence, <i>Advowson</i> | III. 30 | * — v. Randall, <i>id.</i> | 341 |
| Johnson, ex parte, <i>Recovery</i> | V. 351 | ———— v. Smith, <i>Mortgage</i> | II. 112 |
| * ——— v. Baker, <i>Deed</i> | IV. 29 | ———— v. Turberville, <i>Prescription</i> | III. 469 |
| ———— v. Bellamy, <i>Fine</i> | V. 161 | ———— v. Wait, <i>Recovery</i> | V. 341 |
| ———— v. Cotton, <i>Deed</i> | IV. 129 | ———— v. Westcomb, <i>Devise</i> | VI. 413 |
| ———— v. Earl of Derby, <i>Recovery</i> | V. 418 | Jordan v. Attwood, <i>Ways</i> | III. 90 |
| ———— v. Johnson, <i>Deed</i> | IV. 390 | * ——— v. Holkham, <i>Estate on Condition</i> | II. 22 |
| * —————, <i>Devise</i> | VI. 51. | ———— v. Savage, <i>Jointure</i> | I. 190. |
| | 110 | | 194. 199 |
| ———— v. Kerman, <i>id.</i> | 213 | Jory v. Cox, <i>Mortgage</i> | II. 151 |
| ———— v. Legard, <i>Deed</i> | IV. 431. | Jourdain v. Wilson, <i>Deed</i> | IV. 373 |
| | 443 | Jourden v. Denny, <i>Recovery</i> | V. 324 |
| ———— v. Nott, <i>id.</i> | 392 | * Joy v. Joy, <i>Estate for Life</i> | I. 108 |
| ———— v. Wilson, <i>id.</i> | 371 | * Judd v. Pratt, <i>Devise</i> | VI. 205 |
| *Johnston v. Swann, <i>Mortmain</i> | VI. 16 | | |
| Jolland v. Stainbridge, <i>Deed</i> | IV. 459 | | K. |
| Jon v. Bull, <i>Fine</i> | V. 213 | Keckwich's Case, <i>Fine</i> | V. 128 |
| Jones v. Bew, <i>Offices</i> | III. 98 | Keeble v. Hickeringall, <i>Franchise</i> | III. 257 |
| ———— v. Cave, <i>Recovery</i> | V. 443 | | |
| ———— v. Clark, <i>Deed</i> | IV. 61 | Keech v. Hall, <i>Estate at Will</i> | I. 243 |
| ———— v. Clerk, <i>Offices</i> | III. 99 | —————, <i>Mortgage</i> | II. 82 |
| ———— v. Clough, <i>Deed</i> | IV. 196 | ———— v. Sandford, <i>Trust</i> | I. 396 |
| ———— v. Collier, <i>Dower</i> | I. 185, | *Keeling v. Brown, <i>Devise</i> | VI. 356 |
| | 186 | Keen v. E. of Effingham, <i>Recovery</i> | V. 286 |
| ———— v. Hill, <i>Estate for Life</i> | 132 | ———— v. Kirby, <i>Alienation by Custom</i> | 478 |
| * — v. Jones, <i>Rents</i> | III. 285 | | |
| ———— v. Lake, <i>Devise</i> | VI. 56 | Keene v. Deardon, <i>Trust</i> | I. 387. |
| ———— v. Langhton, <i>Deed</i> | IV. 316 | | 415 |
| ———— v. Marsh, <i>id.</i> | 437 | ————— <i>Prescription</i> | III. 437 |
| ———— v. Morgan, <i>Estate Tail</i> | I. 75 | | |
| * —————, <i>Trust</i> | 420 | | |

Names of Cases.

87

| Vol. Page | Vol. Page |
|---|--|
| Keene v. Dickson, <i>Remainder</i> II. 220 | King v. Bromley, <i>Mortgage</i> II. 73 |
| Kelley v. Bellow, <i>Mortgage</i> 152 | — v. Burchell, <i>Deed</i> IV. 339 |
| Kellow v. Rowden, <i>Reversion</i> 339. | —, <i>Recovery</i> V. 382 |
| 341. 353. 355 | —, <i>Devise</i> VI. 149. |
| —, <i>Descent</i> III. 379, | 296. 299. 328 |
| 380 | — v. Cotterill, <i>Franchise</i> III. 266 |
| Kemp v. Carter, <i>Copyhold</i> I. 262. | — v. Denison, <i>Trust</i> I. 396 |
| 277 | — v. Dillingston, <i>Copyhold</i> 316 |
| * — v. Kemp, <i>Deed</i> IV. 207. 211 | * — (The) v. Ferrybridge, <i>Estate</i> |
| Kenderley, <i>Demand. Recovery</i> | <i>for Life</i> 117 |
| V. 359 | — v. Hendon, <i>Copyhold</i> 296 |
| Kenebel v. Scafton, <i>Devise</i> VI. 37. | — (The) v. Hermitage, <i>Common</i> |
| 92 | III. 82 |
| * Kennell v. Abbott, <i>id.</i> 82 | — v. King, <i>Mortgage</i> II. 125 |
| Kenrick v. Beauchlerk, <i>Trust</i> I. 389 | —, <i>Devise</i> VI. 41 |
| Kensington v. Mansell, <i>Copyhold</i> | — v. Laindon, <i>Deed</i> IV. 255 |
| 318 | — v. London, (Ep.) <i>Advowson</i> |
| Kent v. Harpool, <i>Remainder</i> II. 274 | III. 8 |
| * —, <i>Merger</i> VI. 484 | — v. Melling, <i>Recovery</i> V. 389 |
| * — v. Steward, <i>Remainder</i> II. 265 | —, <i>Devise</i> VI. 141. |
| * Kentish v. Kentish, <i>Devise</i> VI. 359 | 299 |
| Kenworthy v. Bate, <i>Deed</i> IV. 206. | * — v. Moody, <i>Merger</i> 467, 468 |
| 210 | — v. Rumball, <i>Devise</i> 242. 337 |
| Kenyon v. Sutton, <i>Devise</i> VI. 110 | — v. Scammonden, <i>Deed</i> IV. 255 |
| Kerrick v. Bransby, <i>id.</i> 128 | * — v. Shrives, <i>Devise</i> VI. 177 |
| Kerry v. Derrick, <i>id.</i> 176 | * — v. Taylor, <i>id.</i> 340 |
| Keymer v. Summers, <i>Ways</i> III. 91 | * — v. Turner, <i>Copyhold Heir</i> |
| Kibbet v. Lee, <i>Deed</i> IV. 194 | 36. 43 |
| * Kidney v. Coussmaker, <i>Devise</i> | * — (The) v. Willes, <i>Copyhold</i> |
| VI. 356 | I. 308 |
| Kightley v. Kightley, <i>id.</i> 359 | * — v. Wilson, <i>Deed</i> IV. 405 |
| Killick v. Flexney, <i>Trust</i> I. 397. | Kingdon v. Bridges, <i>Trust</i> I. 402 |
| 458 | Kingston's (Duchess of) Case, <i>Re-</i> |
| Kilmurry v. Gery, <i>Deed</i> IV. 142 | <i>covery</i> V. 432 |
| Kimpland v. Courtney, <i>Devise</i> | Kingston v. Herbert, <i>id.</i> 426 |
| VI. 425 | * Kinnoul v. Money, <i>Mortgage</i> |
| Kinaston v. Clarke, see Kynaston v. | II. 147 |
| Clarke. | Kirby v. Sadgrove, <i>Common</i> III. 76 |
| * Kinch v. Ward, <i>Devise</i> VI. 283 | Kirk v. Clark, <i>Deed</i> IV. 436 |
| King v. Ballett, <i>Trust</i> I. 418 | Kirkham v. Smith, <i>Estate Tail</i> I. 75 |
| — v. Boys, <i>Use</i> 350 | —, <i>Trust</i> 407 |

| | Vol. | Page | | Vol. | Page |
|---|------|----------|--|------|--------------------|
| Kirkham v. Smith, <i>Mortgage</i> | II. | 149 | * Lake v. Thomas, <i>Mortgage</i> | II. | 121 |
| Kirkman v. Thomson, <i>Recovery</i> | V. | 410. 412 | Lamb v. Archer, <i>Devise</i> | VI. | 400 |
| * Kirkpatrick v. Capel, <i>Deed</i> | IV. | 234 | Lambe v. Reaston, <i>Fine</i> | V. | 143 |
| * ——— v. Kirkpatrick, <i>Devise</i> | VI. | 402 | Lampet's Case, <i>Deed</i> | IV. | 81 |
| Kite and Queinton's Case, <i>Alienation by Custom</i> | V. | 491 | ———, <i>Fine</i> | V. | 175 |
| Knapp v. Williams, <i>Mortmain</i> | VI. | 16 | ———, <i>Devise</i> | VI. | 393. 395 |
| Knight's Case, <i>Rents</i> | III. | 277 | Lamplugh v. Lamplugh, <i>Trust</i> | I. | 392 |
| * Knight v. Ellis, <i>Devise</i> | VI. | 408 | | | 399 |
| ——— v. Halsey, <i>Tithes</i> | III. | 43 | Lamprey v. Rooke, <i>Tithes</i> | III. | 53 |
| ——— v. Mosely, <i>Estate for Life</i> | I. | 131 | * Lancashire v. Doe, <i>Devise</i> | VI. | 452 |
| Knollys v. Alcock, <i>Devise</i> | VI. | 94 | Lancaster v. Thornton, <i>id.</i> | | 363 |
| Knotsford v. Gardiner, <i>id.</i> | | 189 | Lance v. Norman, <i>Deed</i> | IV. | 413 |
| * Knott ex parte, <i>Mortgage</i> | II. | 173, 174 | Lane's Case, <i>Copyhold</i> | I. | 326 |
| Knowles v. Spence, <i>id.</i> | | 115 | Lane v. Hawkins, <i>Devise</i> | VI. | 213 |
| * Knye v. Moore, <i>Deed</i> | IV. | 419 | —— v. Pannel, <i>Remainder</i> | II. | 255, 256. 271 |
| Kyghly's Case, <i>Mortgage</i> | II. | 65 | ———, <i>Alienation by Custom</i> | V. | 471 |
| Kynaston v. Clarke, <i>Reversion</i> | | 340 | —— v. Lord Stanhope, <i>Devise</i> | | VI. 190 |
| ———, <i>Deed</i> | IV. | 93 | * — v. Wilkins, <i>id.</i> | | 98 |
| ———, <i>Fine</i> | V. | 214 | Lanesborough v. Fox, <i>Deed</i> | IV. | 349 |
| * ———, <i>Devise</i> | VI. | 9 | ———, <i>Devise</i> | VI. | 142. |
| * ———, <i>Merger</i> | | 482 | | | 370. 382. 385. 390 |
| | | | * ———, <i>Merger</i> | | 485 |
| | | | Langford v. Pitt, <i>Devise</i> | | 24. 33 |
| | | | * Langham v. Nenny, <i>Deed</i> | IV. | 200 |
| | | | Langley v. Baldwin, <i>Devise</i> | VI. | 141 |
| | | | | | 244 |
| | | | —— v. Sneyd, <i>Descent</i> | III. | 339 |
| | | | Langton and ——— <i>Trust</i> | I. | 422 |
| | | | * Lanoy v. Athol, <i>Mortgage</i> | II. | 124 |
| | | | Lansdown's Case, <i>Devise</i> | VI. | 114 |
| | | | * Lansdowne, Mar. v. Dow. <i>March.</i> | | |
| | | | of, <i>Estate for Life</i> | I. | 121 |
| | | | Large's Case, <i>Remainder</i> | II. | 204 |
| | | | Larkins v. Larkins, <i>Devise</i> | VI. | 87 |
| | | | * Lashbrook v. Cock, <i>id.</i> | | 337 |
| | | | Lashmere v. Avery, <i>Copyhold</i> | I. | 289 |
| | | | Lassells v. Lord Cornwallis, <i>Deed</i> | | IV. 231 |

Names of Cases.

89

| Vol. Page | Vol. Page |
|--|---|
| Latham v. Attwood, <i>Estate for Life</i> | Lee v. Brown, <i>Alienation by Custom</i> |
| I. 106 | V. 480 |
| * Latimer v. Batson, <i>Deed</i> | — v. Browne, <i>King's Grant</i> |
| IV. 442 | 55 |
| * Latouch v. Dunsany, <i>Mortgage</i> | * — v. Lee, <i>Merger</i> |
| II. 174 | VI. 485 |
| Laughter's Case, <i>Condition</i> | — v. Libb, <i>Devise</i> |
| II. 27 | 57 |
| Laughter v. Humphrey, <i>Recovery</i> | — v. Norris, <i>Prescription</i> |
| V. 409 | III. 457 |
| Laund v. Tucker, <i>Fine</i> | — v. Stephens, <i>Devise</i> |
| 201 | VI. 225 |
| Lavender v. Blackstone, <i>Deed</i> | Lee v. Vernon, <i>Trust</i> |
| IV. 432 | I. 397 |
| Law v. Law, <i>Offices</i> | Leech v. Cole, <i>Recovery</i> |
| III. 110 | V. 366 |
| — v. Lincoln (Ep.), <i>Devise</i> | —— v. Leech, <i>Deed</i> |
| VI. 26 | IV. 428 |
| * Lawley v. Lawley, <i>Prescription</i> | —— v. Trollop, <i>Estate for Life</i> |
| III. 464, 465 | I. 108 |
| Lawrence v. Lawrence or Dodwell, | * ———, <i>Jointure</i> |
| <i>Dower</i> I. 179, 180, 181. 184. 186 | 206 |
| —— v. Maggs, <i>Deed</i> | * Leeds v. Munday, <i>Devise</i> |
| IV. 148 | VI. 206 |
| —— v. Wallis, <i>id.</i> | * Lees v. Nuttall, <i>Trust</i> |
| 196 | I. 460 |
| Lawson v. Hudson, <i>Mortgage</i> | —— v. Summersgill, <i>Devise</i> |
| II. 140 | VI. 61 |
| Lawton v. Ward, <i>Ways</i> | Legal v. Miller, <i>Deed</i> |
| III. 88 | IV. 44 |
| * Layfield v. Cowper, <i>Estate for Life</i> | Legate v. Sewell, <i>Devise</i> |
| I. 117 | VI. 281. 300 |
| Layng v. Paine, <i>Offices</i> | Legg v. Goldwire, <i>id.</i> |
| III. 110 | 325 |
| Leach v. Dean, <i>Deed</i> | Legh v. E. of Warrington, <i>Devise</i> |
| IV. 427. 434 | VI. 355 |
| Leak v. Ep. Coventry, <i>Advowson</i> | Leicester's Case, <i>Deed</i> |
| III. 26 | IV. 200 |
| Leake v. Randall, <i>Dower</i> | Leicester Forest, Case of, <i>Franchise</i> |
| I. 181 | III. 246 |
| Lechford's Case, <i>Copyhold</i> | * Leife v. Saltingstone, <i>Deed</i> |
| 312 | IV. 208 |
| * Lechmere's (Lord) Case, <i>Jointure</i> | Leigh v. Brace, <i>id.</i> |
| 191 | 257. 282 |
| * Lechmere v. Brasier, <i>Reversion</i> | —— v. Leigh, <i>Devise</i> |
| II. 355 | VI. 173 |
| * Lee's Case, <i>Estate for Years</i> | Leighton v. Theed, <i>Estate at Will</i> |
| I. 239 | I. 245 |
| * ———, <i>Merger</i> | Le Maitre v. Bannister, <i>Devise</i> |
| VI. 479 | VI. 160 |
| ———, (Sir R.), <i>Deed</i> | Leman v. Newnham, <i>Mortgage</i> |
| IV. 201 | II. 136 |
| Lee v. Alston, <i>Estate for Life</i> | * ——— v. Whitley, <i>Trust</i> |
| I. 127 | I. 390 |
| — v. Arnold, <i>Rents</i> | Le Mayne v. Stanley, <i>Devise</i> |
| III. 276 | VI. 48. |
| — v. Boothby, <i>Copyhold</i> | 50 |
| I. 264 | Lemon v. Lemon, <i>Dower</i> |
| | I. 180. |
| | 184. 186 |
| | * Lempster (Lord) v. Lord Pomfret, |
| | <i>Estate for Life</i> 107, 108 |

| | Vol. Page | | Vol. Page |
|---|-------------------|---|------------------|
| <i>Le Neve v. Le Neve, Mortgage</i> | II. 195 | <i>*L'Isle Peerage, Case of, Dignities</i> | III. 129 et seq. |
| —————, <i>Deed</i> | IV. 454 | <i>Lister v. Lister, Fine</i> | V. 130 |
| <i>*Leonard v. Baker, id.</i> | 442 | <i>Litton v. Lady Falkland, Devise</i> | VI. 114 |
| <i>*———— v. Earl of Sussex, Devise</i> | VI. 307. 311. 316 | <i>*Livesay v. Harding, id.</i> | 344 |
| <i>Lesquire v. Lesquire, Dower</i> | I. 181 | <i>*Livett v. Wilson, Ways</i> | III. 87 |
| <i>Leventhorpe v. Ashby, Estate for Years</i> | 235 | <i>Lloyd v. Baldwin, Trust</i> | I. 450 |
| <i>Lever v. Hosier, Recovery</i> | V. 341 | ———— <i>v. Brooking, Remainder</i> | II. 245. 271 |
| <i>Levin v. Weatherall, Deed</i> | IV. 301 | ———— <i>v. Carew, id.</i> | 265. 281 |
| <i>Lewellin v. Mackworth, Prescription</i> | III. 460 | ————, <i>Deed</i> | IV. 345 |
| <i>Lewen v. Cox, Devise</i> | VI. 336 | ————, <i>Fine</i> | V. 232 |
| ———— <i>v. Mody, Deed</i> | IV. 264 | <i>* ——— v. Crispe, Estate on Condition</i> | II. 9 |
| <i>Lewing's Case, Fine</i> | V. 130 | ———— <i>v. Evelin, Recovery</i> | V. 290 |
| <i>*Lewis v. Bridgman, Tithes</i> | III. 47 | <i>* ——— v. Passingham, Dignities</i> | III. 202 |
| ———— <i>v. Freke, Deed</i> | IV. 137 | ———— <i>v. Read, Trust</i> | I. 401 |
| <i>* ——— v. Lewellyn, id.</i> | 200 | ———— <i>v. Lord Say and Sele, Deed</i> | IV. 247 |
| ———— <i>v. Nangle, Mortgage</i> | II. 146 | ————, <i>Fine</i> | V. 85. 89 |
| ———— <i>v. Pead, Deed</i> | IV. 412 | ————, <i>Recovery</i> | 310 |
| ———— <i>v. Waters, Devise</i> | VI. 239 | ———— <i>v. Spillet, Trust</i> | I. 394 |
| <i>Lichden v. Winsmore, Estate for Years</i> | I. 238, 239 | ———— <i>v. Thursby, Mortgage</i> | II. 124 |
| <i>* ———, Merger</i> | VI. 480 | ———— <i>v. Vaughan, Fine</i> | V. 239 |
| <i>*Lilly v. Taylor, Devise</i> | 295 | ————, <i>Recovery</i> | 438 |
| <i>Limax v. ———, Jointure</i> | I. 206 | <i>Loddington v. Kime. See Luddington v. Kime</i> | |
| <i>Lincoln's (Lord) Case, Devise</i> | VI. 95 | <i>Loggin, Demand. Recovery</i> | V. 356 |
| <i>Lincoln College Case, Recovery</i> | V. 376. 413 | <i>Lomax v. Holmden, Devise</i> | VI. 169, 170 |
| ———— <i>v. Newcastle, Deed</i> | IV. 259 | <i>Lombe v. Lombe, Fine</i> | V. 129 |
| ———— <i>v. Rolle, Mortgage</i> | II. 101 | <i>London (Mayor of) v. Alford, id.</i> | 188 |
| ———— (Ep.) <i>v. Wolforstan, Advowson</i> | III. 26 | ———— (Ep.) <i>v. Fitch, Advowson</i> | III. 30. 35, 36 |
| <i>Lindopp v. Eborall, Devise</i> | VI. 205 | ———— (City of) <i>v. Mitford, Deed</i> | IV. 401 |
| <i>Lindsay v. Gray, Fine</i> | V. 140 | ———— (Ep.) <i>v. Row, Copyhold</i> | I. 263 |
| <i>Lingard v. Griffin, id.</i> | 256 | ———— <i>v. Webb, Estate for Years</i> | 233 |

Names of Cases.

91

| | Vol. Page | | Vol. Page. |
|---|--------------|---|-------------------|
| Londonderry v. Wayne, <i>Deed</i> | IV. 154 | Lowton v. Lowton, <i>Estate Tail</i> | I. 97 |
| Long v. Blackall, <i>Devise</i> | VI. 372. | Loyd v. Griffith, <i>Deed</i> | IV. 385. 388 |
| 400. 435. 439. 445. 452. 454. 458 | | Lucy v. Levingston, <i>Private Act</i> | V. 8 |
| — v. Dennis, <i>Condition</i> | II. 20 | Luddington v. Kime, <i>Remainder</i> | II. 217. 220. 328 |
| — v. Hemmings, <i>Adowson</i> | III. 3 | —, <i>Recovery</i> | V. 394 |
| — v. Long, <i>Deed</i> | IV. 206. 438 | —, <i>Devise</i> | VI. 169. |
| * — v. Rankin, <i>Power</i> | 235 | | 297. 299. 451 |
| Longchamp v. Fish, <i>Devise</i> | VI. 51 | *Lufkin v. Nunn, <i>Deed</i> | IV. 58 |
| Longdon v. Simson, <i>id.</i> | 436 | *Luggins v. Rawlins, <i>Fine</i> | V. 144 |
| Longford v. Eyre, <i>id.</i> | 53 | Lumbard's Case, <i>Recovery</i> | 361 |
| Longhead v. Phelps, <i>id.</i> | 382 | Lumley's Case, <i>Descent</i> | III. 387 |
| * Longmore v. Broom, <i>id.</i> | 148 | Lumley, Barony, Case of, <i>Dignities</i> | 159. 182 |
| Longville's Case, <i>Dower</i> | I. 171 | Lush v. Wilkinson, <i>Deed</i> | IV. 427 |
| Lord v. Biscoe, <i>Recovery</i> | V. 355 | Lusher v. Banbong, <i>id.</i> | 128 |
| Lougher v. Williams, <i>Deed</i> | IV. 372. | *Lushington v. Bolderow, <i>Devise</i> | VI. 80 |
| | 375 | * — v. Sewell, <i>id.</i> | 343 |
| * Lovat v. Lord Ranelagh, <i>Estate on</i> | | Luther v. Kirby, <i>id.</i> | 107 |
| <i>Condition</i> | II. 31, 32 | Luttrell's Case, <i>Prescription</i> , | III. 428 |
| Love v. Wyndham, <i>Devise</i> | VI. 396. | Luttrell v. Olmius, <i>Estate Tail</i> | I. 84 |
| 403. 407. 442. 448 | | —, <i>Recovery</i> | V. 445 |
| Loveacres v. Blight, <i>id.</i> | 208, 209 | Lutwich v. Mitton, <i>Deed</i> | IV. 114 |
| * Lovell's (Lord) Case, <i>King's Grant</i> , | | —, <i>Devise</i> | VI. 96 |
| V. 53. 61 | | — v. Winford, <i>Trust</i> | I. 452 |
| Lovel v. Lancaster, <i>Mortgage</i> | II. 126 | Lyddall v. Weston, <i>Estate in Fee</i> | 55 |
| * Lovell's (Sir S.) Case, <i>id.</i> | 106 | —, <i>Trust</i> | 416 |
| Lovie's Case, (10 Rep. 78.) <i>Estate for</i> | | Lynch v. Spencer, <i>Recovery</i> | V. 412 |
| <i>Years</i> | I. 235 | Lyster v. Dolland, <i>Mortgage</i> | II. 104 |
| —, <i>Remainder</i> | II. 326 | Lytton v. Lytton, <i>Devise</i> | VI. 390 |
| —, <i>Deed</i> | IV. 148 | | |
| Low v. Burron, <i>Estate for Life</i> | I. 103 | | |
| * —, <i>Deed</i> | IV. 325 | | |
| * —, <i>Devise</i> | VI. 290 | | |
| Lowe's Case, <i>Tenures</i> | I. 21 | | |
| Lowe v. Davies, <i>Devise</i> | VI. 272. | | |
| | 292, 293 | | |
| * — v. Govett, <i>King's Grant</i> | V. 57 | | |
| Lowther v. Cavendish, <i>Devise</i> | VI. 187 | | |
| — v. Raw, <i>Copyhold</i> | I. 300 | | |
| Lowthian v. Hasel, <i>Mortgage</i> | | | |
| | II. 111. 174 | | |

M.

| | |
|-----------------------------------|----------|
| *Maberly v. Strode, <i>Devise</i> | VI. 148. |
| | 340 |
| *Macey v. Shurmer, <i>Deed</i> | IV. 210 |

| | Vol. Page | | Vol. Page |
|---|--------------|--|-----------------------------|
| Machell v. Clarke, <i>Estate Tail</i> | I. 81 | Manfield v. Dugard, <i>Remainder</i> | II. 227 |
| * ———, <i>Recovery</i> | V. 365 | —————, <i>Devise</i> | VI. 274 |
| *Macher v. Foundling Hospital, <i>Estate on Condition</i> | II. 9. 32 | Manley, Demand. <i>Fine</i> | V. 143 |
| Mackenzie v. Lord Powis, <i>Prescription</i> | III. 468 | Manlove v. Bale, <i>Mortgage</i> | II. 87 |
| ———— v. Robinson, <i>Adowson</i> | 19 | Manning's Case, <i>Devise</i> | VI. 393 |
| ———— v. Stuart, <i>Private Act</i> | V. 23 | —————, ——— | 394. 395 |
| *Mackreth v. Symmons, <i>Mortgage</i> | II. 191 | Mansell v. Mansell, <i>Trust</i> | I. 450 |
| Mackwilliam's Case, <i>Fine</i> | V. 162. | —————, <i>Remainder</i> | II. 286. 296. 307. 310. 312 |
| 165 | | Manser's Case, <i>Deed</i> | IV. 26. |
| Mackworth's (Sir H.) Case, <i>Recovery</i> | 349 | Mantell v. Mantell, <i>Descent</i> | III. 386 |
| Macnamara v. Jones, <i>Devise</i> | VI. 41 | *Maples v. Brown, <i>Power of Sale</i> | IV. 198 |
| * ——— v. Lord Whitworth, <i>id.</i> | 298 | Mardiner v. Elliot, <i>Copyhold</i> | I. 282 |
| Macqueen v. Farquhar, <i>Deed</i> | IV. 179. 192 | Margetts v. Butcher, <i>Tithes</i> | III. 41 |
| Maddon v. White, <i>Estate at Will</i> | I. 247 | Margrave v. Le Hooke, <i>Mortgage</i> | II. 111 |
| Magdalen College, Case of, <i>Prescription</i> | III. 454 | Markant v. Twisden, <i>Devise</i> | VI. 181 |
| —————, <i>Fine</i> | V. 224 | *Marke v. Sulyard, <i>Copyhold</i> | I. 272 |
| Magennis v. M'Culloch, <i>Deed</i> | IV. 85 | *Markham v. Smith, <i>Tithes</i> | III. 53 |
| Main v. Melbourn, <i>id.</i> | 40 | Marks v. Marks, <i>Condition</i> | II. 25 |
| Mainwaring v. Baxter, <i>id.</i> | 330 | *Marlborough's (D. of) Case, <i>Deed</i> | IV. 332 |
| Maire, ex parte, <i>Fine</i> | V. 129 | * ——— v. Godolphin, <i>id.</i> | 232 |
| *Makepiece v. Fletcher, <i>Deed</i> | IV. 279 | Marsh v. Lee, <i>Trust</i> | I. 427 |
| *Malim v. Keighley, <i>id.</i> | 207 | —————, <i>Mortgage</i> | II. 171. |
| * ———, <i>Devise</i> | VI. 162 | —————, ——— | 174. 189 |
| Mallery v. Jennings, <i>Deed</i> | IV. 104 | *Marsh v. Marsh, <i>Devise</i> | VI. 172 |
| Mallet v. Mallet, <i>Fine</i> | V. 134 | Marshall v. Frank, <i>Deed</i> | IV. 100. |
| Mallock v. Eastley, <i>Franchise</i> | III. 254 | —————, ——— | 249 |
| Mandevile's Case, <i>Deed</i> | IV. 284 | ———— v. Holloway, <i>Devise</i> | VI. 463 |
| —————, <i>Devise</i> | VI. 326 | ———— v. Hopkins, <i>id.</i> | 184 |
| | | Marsham v. Hunter, <i>Common</i> | III. 83 |
| | | *Mather v. Thomas, <i>Devise</i> | VI. 222 |
| | | *Martin v. Mitchell, <i>Fine</i> | V. 179 |
| | | * ——— v. Mowlin, <i>Devise</i> | VI. 202 |
| | | ———— v. Savage, <i>id.</i> | 114 |
| | | ———— v. Seamore, <i>Deed</i> | IV. 434 |
| | | ———— v. Strachan, <i>Remainder</i> | II. 320 |

93

| | Vol. Page | | Vol. Page |
|---|-------------|--|---------------|
| Martin v. Strachan, <i>Recovery</i> | V. 402. 480 | * Maundrell v. Maundrell, <i>Merger</i> | VI. 498 |
| —— v. Knollys, <i>Tenancy in Common</i> | II. 401 | Maunstfield's Case, <i>Jointure</i> | I. 201 |
| Marwood v. Darrel, <i>Trust</i> | I. 382 | Maxwell v. Montacute, <i>Deed</i> | IV. 38 |
| ——, <i>Devise</i> | VI. 170 | * —— v. Ward, <i>id.</i> | 403 |
| * —— v. Turner, <i>Recovery</i> | V. 389 | May v. Hook, <i>Joint Tenancy</i> | II. 380. 382 |
| ——, <i>Devise</i> | VI. 96. | ——, <i>Deed</i> | IV. 16 |
| | 111 | —— v. Street, <i>Escheat</i> | III. 416 |
| Maryat v. Townly, <i>id.</i> | 338 | * Mayney's Case, <i>Dower</i> | I. 174 |
| Mason v. Cæsar, <i>Common</i> | III 76 | Mayo v. Combes, <i>Fine</i> | V. 118 |
| —— v. Chambers, <i>King's Grant</i> | V. 57 | Mayre v. Coulthard, <i>Recovery</i> | 355 |
| —— v. Cheney, <i>Mortgage</i> | II. 133 | Mead v. Lenthall, <i>King's Grant</i> | 57 |
| —— v. Day, <i>Descent</i> | III. 338. | Measure v. Gee, <i>Devise</i> | VI. 276. 279. |
| | 339 | | 283 |
| —— v. Limbury, <i>Devise</i> | VI. 160. | * Meggison v. Moore, <i>id.</i> | 163 |
| | 162 | * Melle's Case, <i>Jointure</i> | I. 195 |
| Massenburg v. Ash, <i>Deed</i> | IV. 336 | Mellor v. Lees, <i>Mortgage</i> | II. 75 |
| ——, <i>Devise</i> | VI. 415 | Melwich v. Luter, <i>Copyhold</i> | I. 260. |
| Massey v. Rice, <i>Recovery</i> | V. 342 | | 267 |
| —— v. Sherman, <i>Devise</i> | VI. 160, | * Mendes v. Mendes, <i>Devise</i> | VI. 340 |
| | 161. 162 | * Menvil's Case, <i>Dower</i> , | I. 174 |
| * Masters v. Fletcher, <i>Tithes</i> | III. 47 | * —— —, <i>Fine</i> | V. 200 |
| —— v. Masters, <i>Devise</i> | VI. 47. | Menzey v. Walker, <i>Deed</i> | IV. 207 |
| | 64 | * Meredith v. Heneage, <i>Devise</i> | VI. 163 |
| * Mather v. Thomas, <i>id.</i> | 202. 204 | —— v. Jones, <i>Use</i> | I. 355 |
| * Matheson v. Trot, <i>Recovery</i> | V. 304 | —— v. Leslie, <i>Remainder</i> | II. 273 |
| Matthews v. Temple, <i>Remainder</i> | II. 262 | ——, <i>Recovery</i> | V. 377. |
| | | | 399 |
| * —— v. Venables, <i>Revocation of Devise</i> | VI. 105 | Meredyth v. Leslie, <i>Deed</i> | IV. 308 |
| —— v. Walwyn, <i>Mortgage</i> | II. 89 | Meres v. Ansell, <i>id.</i> | 253. 255 |
| —— v. Wheaton, <i>Copyhold</i> | I. 309 | Merest v. James, <i>Devise</i> | VI. 253 |
| * —— v. Lee, <i>Deed</i> | IV. 419 | * ——, <i>Merger</i> | 482, 483 |
| * Maundrell v. Maundrell, <i>Dower</i> | I. 178 | Merry v. Reeves, <i>Estate on Condi-</i> | tion II. 21 |
| ——, <i>Trust</i> | 439 | Merson v. Blackmore, <i>Devise</i> | VI. 268 |
| | | Mertins v. Bennet, <i>Deed</i> | IV. 416 |
| | | Merton's (Abbot of) Case, <i>Fine</i> | V. 70 |
| | | Metcalfe ex dem. Parry, <i>Recovery</i> | 305 |

| | Vol. Page | | Vol. Page |
|--|--------------|--|--------------|
| Metham v. Devon, <i>Devise</i> | VI. 15. | Mohun v. Mohun, <i>Devise</i> | VI. 134 |
| | 166 | * Mole v. Smith, <i>Dower</i> | I. 177 |
| Meurs v. Meure, <i>id.</i> | 309 | ———, <i>Trust</i> | 441 |
| Meyrick v. Meyrick, <i>id.</i> | 184 | Mollineux v. Powell, <i>Estate for Years</i> | 231 |
| ——— v. Whishaw, <i>Deed</i> | IV. 301 | Molton's Case, <i>Fine</i> | V. 240 |
| Miall v. Brain, <i>Dower</i> | I. 185, 186 | * Moncaster v. Watson, <i>Tithes</i> | III. 55 |
| Middlemore v. Goodale, <i>Deed</i> | IV. 381 | Monday v. Monday, <i>Mortgage</i> | II. 199 |
| Middleton v. Jackson, <i>Copyhold</i> | I. 301 | * Moneypenny v. Bristow, <i>Devise</i> | VI. 115. 121 |
| ——— v. Spicer, <i>Escheat</i> | III. 415 | Monk v. Butler, <i>Fine</i> | V. 136 |
| ——— v. Welles, <i>Deed</i> | IV. 412 | —— v. Cooper, <i>Rents</i> | III. 299 |
| Milbanke, v. Jolliffe, <i>Recovery</i> | V. 356 | * Monkhouse v. Monkhouse, <i>Devise</i> | VI. 147 |
| Milbourn v. Milbourn, <i>Devise</i> | VI. 204 | Montague's Case, <i>Copyhold</i> | I. 309 |
| Mildmay's Case, <i>Remainder</i> | II. 233, 234 | Montague v. Maxwell, <i>Jointure</i> | 220 |
| * ———, <i>Dignities</i> | III. 155 | * ——— v. Nucella, <i>Devise</i> | VI. 148 |
| ———, <i>Deed</i> | IV. 178 | Montfort v. Cadogan, <i>Trust</i> | I. 456 |
| ———, <i>Recovery</i> | V. 381 | ———, <i>Mortgage</i> | II. 149 |
| Mildmay v. Hungerford, <i>Alienation by Custom</i> | 463 | * Montresor v. Williams, <i>Prescription</i> | III. 469 |
| Milfax v. Baker, <i>Copyhold</i> | I. 319, 320 | * Moody v. Garnon, <i>Rents</i> | 305 |
| ———, <i>Fine</i> | V. 221 | —— v. Moody, <i>Joint Tenancy</i> | II. 375 |
| Millard's Case, <i>Trust</i> | I. 449 | ———, <i>Recovery</i> | V. 379 |
| * Miller v. Horton, <i>Estate in Fee</i> | 58 | ——— v. Walters, <i>Remainder</i> | II. 298 |
| * ———, <i>Devise</i> | VI. 359 | Moone v. Heaseman, <i>Devise</i> | VI. 163. 222 |
| ——— v. Seagrave, <i>id.</i> | 280 | Moor v. Onslow, <i>Joint Tenancy</i> | II. 386 |
| * Milner v. Lord Harewood, <i>Estate for Life</i> | I. 111 | —— v. Price, <i>Devise</i> | VI. 222 |
| * ———, <i>Deed</i> | IV. 16 | —— v. Savill, <i>Condition</i> | II. 5 |
| Milward v. Thatcher, <i>Offices</i> | III. 115 | Moore's Case, <i>Alienation by Custom</i> | V. 460 |
| * Mines, Case of, <i>King's Grant</i> | V. 53 | Moore v. Foley, <i>Deed</i> | IV. 400, 401 |
| Minshull v. Minshull, <i>Devise</i> | VI. 154 | —— v. Hart, <i>id.</i> | 37 |
| Mitchell v. Neale, <i>Alienation by Custom</i> | V. 450 | —— v. Hawkins, <i>Devise</i> | VI. 27 |
| Mitford v. Elliot, <i>Recovery</i> | 414 | —— v. Hussey, <i>Deed</i> | IV. 141 |
| Mitton's Case, <i>Offices</i> | III. 94 | * — v. Jennings, <i>id.</i> | 458 |
| * Mocatta v. Lousada, <i>Deed</i> | IV. 211 | | |
| ——— v. Murgatroyd, <i>Mortgage</i> | II. 170 | | |
| * Mogg v. Mogg, <i>Estate for Life</i> | I. 103 | | |
| * ———, <i>Remainder</i> | II. 262 | | |
| * ———, <i>Devise</i> | VI. 306 | | |

Names of Cases.

95

| | Vol. Page |
|---|---------------|
| * Moore v. Mellor, <i>Devise</i> | VI. 223 |
| * — v. Moore, <i>Copyhold</i> | I. 274 |
| — v. Parker, <i>Remainder</i> | II. 246 |
| * ———, <i>Deed</i> | IV. 310 |
| Moorhouse v. Wainhouse, <i>Remainder</i> | II. 332 |
| More's Case, <i>Condition</i> | II. 7 |
| Moreau's Case, <i>Fine</i> | V. 118 |
| Morecock v. Dickins, <i>Deed</i> | IV. 450 |
| * Morgan, <i>ex parte</i> , <i>Devise</i> | VI. 204 |
| * ——— v. Bissell, <i>Deed</i> | IV. 58 |
| ——— v. Griffiths, <i>Devise</i> | VI. 239 |
| * ——— v. Morgan, <i>Trust</i> | I. 409 |
| ——— v. Surman, <i>Devise</i> | VI. 181 |
| ——— v. Tedcastle, <i>Deed</i> | IV. 267 |
| Morrett v. Paske, <i>Mortgage</i> | II. 103. |
| | 174 |
| * Morris v. Barrett, <i>Devise</i> | VI. 329 |
| ——— v. M'Culloch, <i>Offices</i> | III. 112 |
| * ——— v. Stephenson, <i>Fine</i> | V. 179 |
| ——— v. Ward, <i>Deed</i> | IV. 306 |
| ———, <i>Devise</i> | VI. 282. |
| | 326 |
| * Morse v. Lord Ormonde, <i>id.</i> | 388 |
| ——— v. Royal, <i>Trust</i> | I. 459 |
| Mortimer v. Lloyd, <i>Tithes</i> | III. 50 |
| ——— v. West, <i>Devise</i> | VI. 149 |
| Mortimore's Case, <i>Copyhold</i> | I. 325 |
| Moss v. Gallimore, <i>Mortgage</i> | II. 84 |
| Motley, <i>ex parte</i> , <i>Fine</i> | V. 145 |
| * Mounson v. West, <i>Merger</i> | VI. 491 |
| Mountford v. Catesby, <i>Deed</i> | IV. 378 |
| Mountjoy's Case, <i>id.</i> | 175, 176, 351 |
| ———, <i>Devise</i> | VI. 31 |
| Moyse v. Giles, <i>Joint Tenancy</i> | II. 380 |
| Mulgrave v. Mounson, <i>Fine</i> | V. 232 |
| ———, <i>Recovery</i> | 418 |

| | Vol. Page |
|--|-----------|
| * Muller v. Moss, <i>Deed</i> | IV. 442 |
| Mullet v. Halfpenny, <i>id.</i> | 38 |
| Mullineux's Case, <i>Devise</i> | VI. 370 |
| Mumma v. Mumma, <i>Trust</i> | I. 399, |
| | 400 |
| * Mundy v. Mundy, <i>Dower</i> | 172 |
| Murray v. Harding, <i>Deed</i> | IV. 410 |
| * ——— v. E. of Stair, <i>id.</i> | 29 |
| ——— v. Wise, <i>Devise</i> | VI. 218 |
| Murrell v. Osborn, <i>Recovery</i> | V. 369 |
| ——— v. Smith, <i>Copyhold</i> | I. 260 |
| Murrey v. Eyton and Price, <i>Recovery</i> | V. 421 |
| * Murthwaite v. Jenkinson, <i>Devise</i> | VI. 306 |
| Musgrave v. Parry, <i>Remainder</i> | II. 309 |
| Mutton's Case, <i>id.</i> | 263 |
| Mytton v. Lutwich, <i>Deed</i> | IV. 119 |

N.

| | |
|--|---------------|
| Nagle v. Edwards, <i>Tithes</i> | III. 56 |
| * Nanfan v. Legh, <i>Deed</i> | IV. 281 |
| ———, <i>Devise</i> | VI. 232 |
| * Nanny v. Edwards, <i>Mortgage</i> | II. 199 |
| Napper v. Sanders, <i>Remainder</i> | 206. |
| | 216. 221. 243 |
| Nash v. Aston, <i>Deed</i> | IV. 378 |
| * — v. Coates, (3 B. & Adol. 839.) | |
| Trust | I. 383 |
| * ———, <i>Devise</i> | VI. 282 |
| ——— v. Derby, <i>Copyhold</i> | I. 321 |
| ——— v. Preston, <i>Mortgage</i> | II. 67 |
| * Naylor v. Arnitt, <i>Lease</i> | IV. 69 |
| Neale v. Attorney-General, <i>Mortgage</i> | II. 153 |
| ——— v. Jackson, (4 Rep. 26. b.) | |
| Copyhold | I. 260 |

| | Vol. Page | | Vol. Page |
|--|---------------|--|--------------|
| Neale v. Wilding, <i>Recovery</i> | V. 422 | Nicholas v. Elliot, <i>Tithes</i> | III. 40 |
| Needler v. Ep. Winchester, <i>Deed</i> | | Nicholls v. Butcher, <i>Devise</i> | VI. 205. |
| | IV. 142 | | 217 |
| Nelson's Case, <i>Common</i> | III. 82 | —— v. Howe, <i>Deed</i> | IV. 421 |
| Nervin v. Munns, <i>Deed</i> | IV. 382 | Nichols v. Haywood, <i>id.</i> | 408 |
| Nevell v. Nevell, <i>id.</i> | 279. 298 | * ——— v. Maynard, <i>Mortgage</i> | |
| —— v. Hamerton, <i>Common</i> | III. 79 | | II. 151 |
| Nevill's Case, <i>Dignities</i> | 146. 156. | * Nicolson v. Wordsworth, <i>Trust</i> | |
| | 180 | | I. 454. 460 |
| Nevil v. Saunders, <i>Trust</i> | I. 385 | ———, <i>Deed</i> | IV. 405 |
| Nevill's Case, <i>Copyhold</i> | 265 | Nicolls v. Sheffield, (2 Br. C. C. 215.) | |
| ———, <i>Offices</i> | III. 115 | <i>Remainder</i> | II. 226 |
| * Newbold v. Roadknight, <i>Devise</i> | | ———, <i>Recovery</i> | V. 392, |
| | VI. 93 | | 393 |
| Newcastle's (D. of) Case, <i>Remainder</i> | | Nightingale v. Ferrers, <i>Use</i> | I. 378 |
| | II. 313 | ———, <i>Deed</i> | IV. 128 |
| Newcastle v. Lincoln, <i>Deed</i> | IV. 336 | Nind v. Marshall, <i>id.</i> | 383 |
| ——— (D. of) v. Pelham, <i>Devise</i> | | Noble v. King, <i>id.</i> | 379 |
| | VI. 9 | * Noel v. Hoy, <i>Devise</i> | VI. 205 |
| ——— v. Vane, <i>Estate for Life</i> | | —— v. Jevon, <i>Trust</i> | I. 447 |
| | I. 124 | * ——— v. Ward, <i>Estate for Life</i> | 108 |
| * Newland v. ———, <i>Estate by</i> | | * ——— v. Weston, <i>Devise</i> | VI. 358 |
| <i>Statute, &c.</i> | II. 45 | Nokes's Case, <i>Deed</i> | IV. 357. 370 |
| * ——— v. Marjoribanks, <i>Devise</i> | | Norfolk's (D. of) Case, <i>Trust</i> | I. 425 |
| | VI. 179 | ———, <i>Mortgage</i> | |
| * ——— v. Watkin, <i>Deed</i> | IV. 13 | | II. 179 |
| ——— v. Sheppard, <i>Devise</i> | VI. 209 | ———, <i>Deed</i> | IV. 239 |
| Newling v. Abbot, <i>Mortgage</i> | II. 149 | * ———, <i>Private Act</i> | |
| Newman v. Johnson, <i>Devise</i> | VI. 361 | | V. 22 |
| * ——— v. Newman, <i>Advowson</i> | | ———, <i>Devise</i> | VI. 395. |
| | III. 36 | 397. 400, 401. 436. 443. 448 | |
| * ——— v. Nightingale, <i>Devise</i> | | * ———, <i>Merger</i> | 493 |
| | VI. 148 | Norfolk v. Brown, <i>Trust</i> | I. 394 |
| Newstead v. Serles, <i>Deed</i> | IV. 443 | Norrice (Lord) v. M. of Winchester | |
| * Newton v. Ayscough, <i>Devise</i> | | <i>Recovery</i> | V. 439 |
| | VI. 340 | * Norris v. Harrison, <i>Rents</i> | III. 284 |
| * ——— v. Bennet, <i>Mortgage</i> | | —— v. Norris, <i>Copyhold</i> | I. 304 |
| | II. 104 | —— v. Trist, <i>Deed</i> | IV. 49 |
| ——— v. Barnardine, <i>Devise</i> | | North v. Williams, <i>Recovery</i> | V. 385 |
| | VI. 240 | —— v. Way, <i>Trust</i> | I. 407 |
| ——— v. Reid, <i>Separate Use</i> | | Northampton's (M. of) Case, <i>Deed</i> | |
| | Appx. VII. 15 | | IV. 167 |

| Vol. Page | Vol. Page |
|--|---|
| * Northcote v. Duke, <i>Estate on Condition</i> II. 31 | Ognell v. Lord Arlington, <i>Fine</i> V. 184 |
| Northey v. Strange, <i>Devise</i> VI. 451 | * O'Keefe v. Jones, <i>Devise</i> VI. 281 |
| Northumberland (D. of) v. Errington, <i>Deed</i> IV. 371 | * Oland's Case, <i>Estate for Life</i> I. 106 |
| Northwick v. Stanway, <i>Copyhold</i> I. 263. 303 | ————, <i>Estate at Will</i> 244 |
| Norton v. Clarke, <i>Tithes</i> III. 39 | ————, <i>Copyhold</i> 285 |
| * Norton v. Frecker, <i>Use</i> I. 353 | * Oland v. Burdwick, <i>Jointure</i> 234 |
| ———— v. Ladd, <i>Devise</i> VI. 221 | Oldcot v. Levell, <i>Alienation by Custom</i> V. 478 |
| Nottingham v. Gennings, <i>id.</i> 238 | * Oliver v. Richardson, (9 Ves. 222.) <i>Dower</i> I. 173 |
| Nouaille v. Greenwood, <i>Recovery</i> V. 389 | ———— v. Taylor, <i>Alienation by Custom</i> V. 478 |
| Nowlan v. Nelligan, <i>id.</i> 162 | O'Neale v. Mead, <i>Mortgage</i> II. 138 |
| Noys v. Mordaunt, <i>Dower</i> I. 184 | Onions v. Tyrer, <i>Devise</i> VI. 80. 84. 88 |
| ————, <i>Mortgage</i> II. 90 | Opey v. Thomasius, <i>Deed</i> IV. 168 |
| ————, <i>Devise</i> VI. 16. 19. 20 | Orby v. Mohun, <i>id.</i> 173 |
| O. | Orde v. Heming, <i>Mortgage</i> II. 118 |
| Oakeley v. Smith, <i>Alienation by Custom</i> V. 480 | —— v. Smith, <i>id.</i> 69. 117. 122 |
| * —————, <i>Merger</i> VI. 471 | * Orlebar v. Fletcher, <i>Estate by Statute, &c.</i> 45 |
| Oates v. Brydon, <i>Devise</i> 209 | Orrell v. Maddox, <i>Prescription</i> III. 439. 443 |
| —— v. Chalfont, <i>id.</i> 391. 408 | Osbaston v. Stanhope, <i>Reversion</i> II. 338. 341 |
| —— v. Cooke, <i>id.</i> 229 | Osborn v. Churchman, <i>Deed</i> IV. 101. 249 |
| —— v. Frith, <i>Rents</i> III. 278 | Osgood v. Strode <i>id.</i> 23. 442 |
| —— v. Jackson, <i>Joint Tenancy</i> II. 368 | * Osman v. Sheafe, <i>id.</i> 249 |
| ————, <i>Devise</i> VI. 329 | Oswald v. Legh, <i>Prescription</i> III. 456 |
| O'Brien v. O'Brien, <i>Estate for Life</i> I. 129 | * O'tread v. Round, <i>Fine</i> V. 179 |
| O'Callaghan v. Cooper, <i>Condition</i> II. 21 | Otway v. Hudson, <i>Trust</i> I. 411 |
| Odiarne (Doe dem.) v. Whitehead, <i>Fine</i> V. 186. 218 | ————, <i>Alienation by Custom</i> V. 485. |
| Ogle Barony, <i>Case of, Dignities</i> III. 195 | ————, <i>Devise</i> VI. 41 |
| —— v. Cooke, <i>Devise</i> VI. 110 | Owen v. Morgan, <i>Joint Tenancy</i> II. 375 |
| VOL. VII. | ————, <i>Recovery</i> V. 370. 371. 379 |
| | —— v. Smyth, <i>Deed</i> IV. 286 |
| | Oxenden v. Penderice, <i>Devise</i> VI. 61 |

| | Vol. Page | | Vol. Page |
|--|-------------|--|-------------|
| Oxenden v. Skinner, <i>Tithes</i> | III. 48. 63 | Palmer v. Schribb, <i>Devise</i> | VI. 159 |
| Oxford, Earldom, Case of, <i>Dignities</i> | 147. 190 | * — v. Vaughan, <i>Offices</i> | III. 111 |
| —— (University of) v. Clifton, | | Papillon v. Voice, <i>Estate Tail</i> | I. 75 |
| <i>Devise</i> | VI. 239 | * ———, <i>Estate for Life</i> | 107 |
| —— (Earl of) v. Rodney, <i>Mort-</i> | | ——, <i>Devise</i> | VI. 276, |
| <i>gage</i> | II. 143 | 277, 288. 307. 310. 315 | |
| Oxon (Ep.) v. Leighton, <i>Deed</i> | IV. 136 | * Paris v. Miller, <i>id.</i> | 218. 271 |
| Oxwick v. Brockett, <i>Mortgage</i> | II. 178 | Parke v. Mears, <i>Deed</i> | IV. 31 |
| —— v. Plumer, <i>id.</i> | 167 | Parker v. Bleeke, <i>Copyhold</i> | I. 287 |
| | | —— v. Combleford, <i>id.</i> | 304 |
| | | * — v. Fearnley, <i>Devise</i> | VI. 360 |
| | | —— v. Gage, <i>Copyhold</i> | I. 306 |
| | | —— v. Harvey, <i>Jointure</i> | 207 |
| | | —— v. Kett, <i>Offices</i> | III. 106 |
| | | ——, <i>Alienation by Cus-</i> | |
| | | <i>tom</i> | V. 449 |
| | | —— v. Lamb, <i>Devise</i> | VI. 109 |
| | | —— v. Parker, <i>Deed</i> | IV. 227 |
| | | —— v. Turner, <i>Alienation by Cus-</i> | |
| | | <i>tom.</i> | V. 483, 484 |
| | | Parkins v. Hinde, <i>Tithes</i> | III. 38 |
| | | * Parr v. Swindels, <i>Devise</i> | VI. 266 |
| | | * Parry v. Wright, <i>Mortgage</i> | II. 170 |
| | | Parson v. Thomson, <i>Offices</i> | III. 111 |
| | | Parsons v. Freeman, <i>Mortgage</i> | II. 143 |
| | | ——, <i>Devise</i> | VI. 97. |
| | | 101, 102. 106, 107 | |
| | | —— v. Perns, <i>Deed</i> | IV. 47 |
| | | * Partridge v. Bere, <i>Estate for Years</i> | I. 243 |
| | | ——, <i>Mortgage</i> | II. 80 |
| | | —— v. Whiston, <i>Advowson</i> | III. 35 |
| | | Pascal v. Wood, <i>Copyhold</i> | I. 319 |
| | | Pasley v. Freeman, <i>Mortgage</i> | II. 170 |
| | | Patteson v. Thompson, <i>Alienation by</i> | |
| | | <i>Custom</i> | V. 474 |
| | | Patton v. Randall, <i>Devise</i> | VI. 163. |
| | | 362 | |
| | | * Paul v. Compton, <i>id.</i> | 163 |

P.

| | |
|--|----------|
| Packington v. Packington, <i>Estate for</i> | |
| <i>Life</i> | I. 129 |
| Pacey v. Knollis, <i>Devise</i> | VI. 183 |
| Padine v. Jane, <i>Rents</i> | III. 298 |
| Page's Case, <i>King's Grant</i> | V. 46 |
| Page v. Hayward, <i>Recovery</i> | 367. 391 |
| * ———, <i>Devise</i> | VI. 369 |
| * — v. Wilson, <i>Tithes</i> | III. 53 |
| Paget's Case, <i>Estate for Life</i> | |
| I. | 120 |
| ——, <i>Remainder</i> | II. 314 |
| ——, <i>Deed</i> | IV. 102 |
| Paget v. Paget, <i>id.</i> | 25 |
| Pagett v. Gee, <i>Rents</i> , III. 307, 308, | |
| 309 | |
| * Paice v. Canterbury, (Archbp. of) | |
| <i>Devise</i> | VI. 259 |
| Paine's Case, <i>Curtesy</i> | I. 146 |
| Paine v. Herbert, <i>Descent</i> | III. 392 |
| Palmer's (Sir T.) Case, <i>Remainder</i> | |
| II. | 242 |
| * Palmer v. Bate, <i>Offices</i> | III. 111 |
| —— v. Edwards, <i>Deed</i> | IV. 88. |
| 375 | |
| —— v. Neave, <i>id.</i> | 416 |
| —— v. Palmer, <i>Common</i> | III. 74. |
| 80 | |

Names of Cases.

99

| Vol. Page | Vol. Page |
|---|--|
| *Paul v. Nurse, <i>Estate on Condition</i> | Pelham's Case, <i>Recovery</i> V. 398 |
| II. 9 | Pelham v. Gregory, <i>Deed</i> IV. 334 |
| — v. Paul, <i>Devise</i> VI. 184. 188 | Pells v. Brown, <i>Devise</i> VI. 367. |
| Paulin v. Hardy, <i>Recovery</i> V. 275 | 369, 370. 373, 374 |
| * ———, <i>Merger</i> VI. 470 | * ———, <i>Merger</i> 485 |
| Pawlet v. Pawlet, <i>Condition</i> II. 18 | Pemberton v. Pemberton, <i>Devise</i> 86. |
| ———, <i>Deed</i> IV. 204 | 122 |
| *Pawlett v. Attorney-General <i>Trust</i> | Pembroke's (Lord) Case, <i>Recovery</i> |
| I. 448 | V. 354 |
| ———, <i>Mort-</i> | Pembroke (Lord) v. Lord Jeffreys, |
| <i>gage</i> II. 106 | <i>Fine</i> 139 |
| * ———, <i>Escheat</i> | Penchyn v. Harris, <i>Devise</i> VI. 26 |
| III. 418, 419 | Pendock v. Mackender, <i>id.</i> 61 |
| Pawsey v. Lowdell, <i>Devise</i> VI. 289 | *Penfred v. Groome, <i>Tithes</i> III. 53 |
| Pay's Case, <i>id.</i> 377, 378. | Penhay v. Hurrell, <i>Use</i> I. 372 |
| 420. 423 | ———, <i>Remainder</i> , |
| Peaceable v. Read, <i>Tenancy in Com-</i> | II. 261 |
| <i>mon</i> II. 405 | *Penn v. Lord Baltimore, <i>Escheat</i> , |
| Peachey v. Somerset, <i>Copyhold</i> I. 322 | III. 418 |
| Peacock v. Evans, <i>Deed</i> IV. 411 | Pennant's Case, <i>Condition</i> II. 7 |
| * ——— v. Monk, <i>id.</i> 110 | Pennev. Peacock, <i>Deed</i> IV. 234. 236 |
| ——— v. Spooner, <i>id.</i> 325—328 | ———, <i>Fine</i> V. 181. |
| Peak v. Tucker, <i>Franchise</i> III. 263 | 185. 253 |
| Pearce v. Newlyn, <i>Trust</i> I. 450 | Penner v. Jemmett, <i>Mortgage</i> II. 163 |
| ———, <i>Mortgage</i> II. 195 | Penrhyn v. Hughes, <i>Estate for Life</i> |
| ———, <i>Remainder</i> 287. | I. 107 |
| 310 | Penyston v. Lyster, <i>Fine</i> V. 191 |
| * ——— v. Vincent, <i>Devise</i> VI. 173 | Perkins v. Sewel, <i>Recovery</i> 418 |
| Pearson v. Morgan, <i>Mortgage</i> | ——— v. Walker, <i>Deed</i> IV. 201 |
| II. 170 | Perrin v. Blake, <i>Devise</i> VI. 292. 313 |
| ——— v. Pearson, <i>Dower</i> I. 185, | ——— v. Lyon, <i>Condition</i> II. 19 |
| 186 | Perrot's Case, <i>Deed</i> IV. 109 |
| ——— Demand, <i>Recovery</i> V. 358 | ———, <i>Fine</i> V. 128 |
| ——— v. Pulley, <i>Mortgage</i> II. 114 | Perrot v. Perrot, (3 Atk. 94.) <i>Estate</i> |
| ——— v. Vickers, <i>Devise</i> VI. 253 | <i>for Life</i> I. 117. 121 |
| Peat v. Powell, <i>id.</i> 164. 210 | Perry v. Barker, <i>Mortgage</i> II. 199 |
| Peate v. Ougly, <i>id.</i> 62 | ——— v. Marston, <i>id.</i> 118 |
| Peck v. Channel, <i>Recovery</i> V. 376 | ——— v. Phelps, <i>Trust</i> I. 394. 456 |
| *Pedler v. Paige, <i>Deed</i> IV. 31 | ———, <i>Devise</i> VI. 29 |
| Peirson v. Shore, <i>Descent</i> III. 339 | ——— v. White, <i>id.</i> 345 |
| Peiton v. Banks, <i>Devise</i> VI. 221 | * ——— v. Woods, <i>id.</i> 340 |

| | Vol. Page | | Vol. Page |
|---|----------------------|--|----------------------|
| Peter v. Russell, <i>Mortgage</i> | II. 163 | Pigot v. Bullock, <i>Estate for Life</i> | I. 117. 124. 128 |
| * Petre (Lord) v. Blencoe, <i>Tithes</i> | III. 57 | Pigott v. Russell, <i>Fine</i> | V. 236 |
| * — v. Petre, <i>Estate for Life</i> | I. 108 | — v. Waller, <i>Recovery</i> | 388 |
| * Pettiward v. Prescott, <i>Devise</i> | VI. 215. 271 | —, <i>Devise</i> | VI. 115. 119. 121 |
| * Pettman v. Bridger, <i>Prescription</i> | III. 422 | Pike v. White, <i>id.</i> | 35 |
| Pettus v. Godsalve, <i>Fine</i> | V. 141 | Pilkington v. Bayley, <i>Trust</i> | I. 403 |
| Petty's Case, <i>id.</i> | 88. 109 | — v. Stanhope, <i>Alienation by Custom</i> | V. 475 |
| Petty v. Styward, <i>Joint Tenancy</i> | II. 370 | * Pill v. Taylor, <i>Offices</i> | III. 117 |
| Pettywood v. Cooke, <i>Devise</i> | VI. 259 | — v. Towers, <i>Prescription</i> | 424 |
| Philips v. Hele, <i>id.</i> | 25. 204 | Pilsworth v. Pyett, <i>Deed</i> | IV. 274 |
| * — v. Brydges, <i>id.</i> | 284 | Pimb's Case, <i>Use</i> | I. 350 |
| * —, <i>Merger</i> | 496 | —, <i>Dignities</i> | III. 171 |
| * Phillips v. Doelittle, <i>Estate on Con- dition</i> | II. 31 | —, <i>Deed</i> | IV. 21 |
| — Demand. <i>Fine</i> | V. 143 | Pincke v. Thornycroft, <i>Fine</i> | V. 260 |
| Phipard v. Mansfield, <i>Devise</i> | VI. 348. 350. 352 | Pindar v. Rutter, <i>Rents</i> | III. 299 |
| Phipps v. Anglesea, (E. of,) <i>id.</i> | 78 | Pinde v. Norton, <i>Recovery</i> | V. 354 |
| — v. Kelynge, <i>id.</i> | 465 | * Pinder, v. Spencer, <i>Estate for Life</i> | I. 116, 117 |
| * — v. Mulgrave, (Lord) <i>id.</i> | 408 | * Pinero v. Judson, <i>Deed</i> | IV. 56 |
| * — v. Pitcher, <i>id.</i> | 60 | * Piper v. Masters, <i>Descent</i> | III. 382 |
| * — v. Williams, <i>id.</i> | 424 | Pistol v. Riccardson, <i>Devise</i> | VI. 190. 192 |
| * Pibus v. Mitford, (1 Vent. 372.) | | Pitcairne v. Brase, <i>id.</i> | 165 |
| — <i>Use</i> | I. 374 | Pitt v. Jackson, <i>id.</i> | 151 |
| — <i>Deed</i> | IV. 307 | — v. Moore, (2 Show. 153.) <i>Copy- hold</i> | I. 324 |
| Pickering v. Stamford (Lord) <i>Dower</i> | I. 186 | * — v. Pitt, <i>Mortgage</i> | II. 107 |
| — v. Towers, <i>Devise</i> | VI. 238 | Pitts v. Snowden, <i>Dower</i> | I. 182, 183. 186 |
| Pickett v. Loggan, <i>Deed</i> | IV. 411 | * Place v. Jackson, <i>Common</i> | III. 74 |
| * Pickstock v. Lyster, <i>id.</i> | 425 | Platt v. Sleep, <i>Estate for Years</i> | I. 238, 239 |
| Pierson v. Garnet, <i>Devise</i> | VI. 162 | —, <i>Merger</i> | VI. 480 |
| * — v. Shore, <i>Descent</i> | III. 339 | — v. Sprigg, <i>Remainder</i> | II. 290 |
| — v. Vickers, <i>Devise</i> | VI. 237 | * Playford v. Hoare, <i>Devise</i> | VI. 313 |
| Piggot v. Palmer, <i>Recovery</i> | V. 409 | Pledgard, v. Lake, <i>Recovery</i> | V. 407 |
| — v. Salisbury, <i>Fine</i> | 220 | Plesaunts v. Higham, <i>Deed</i> | IV. 56 |
| Piggott v. Penrice, <i>Deed</i> | IV. 230 | Plumb v. Fluit, <i>Mortgage</i> | II. 164. 195 |
| Pigot's Case, <i>id.</i> | 407 | | |

Names of Cases.

101

| | Vol. Page | | Vol. Page |
|---|---------------|---|--------------|
| Plunket v. Holmes, <i>Remainder</i> | | Porter v. Porter, <i>Recovery</i> | V. 457 |
| II. 217. 273. 327. 329 | | ———, <i>Devise</i> | VI. 44 |
| ———, <i>Recovery</i> | | Portington's (Mary) Case, <i>Recovery</i> | |
| V. 394 | | V. 347. 364. 381 | |
| * ———, <i>Merger</i> | VI. 473. | Portland v. Prodgers, <i>Devise</i> | VI. 14 |
| 483 | | Portsmouth (E. of,) v. Effingham (E. | |
| ——— v. Penson, <i>Trust</i> | I. 413 | of,) <i>Recovery</i> | V. 286 |
| * ———, <i>Mortgage</i> | | * ———, v. Suffolk (Lady) | |
| II. 103 | | <i>Mortgage</i> | II. 124 |
| Plymouth v. Archer, <i>Es'tate for Life</i> | | Potter v. Potter, <i>Descent</i> | III. 330 |
| I. 129 | | ———, <i>Devise</i> | VI. 24. 115 |
| Pockley v. Pockley, <i>Mortgage</i> | | * Poulet v. Poulet, <i>Condition</i> | II. 18 |
| II. 142 | | Poultney v. Holmes, <i>Deed</i> | IV. 88 |
| Pocklington v. Bayne, <i>Deed</i> | IV. 207 | Powel v. Peach, <i>Fine</i> | V. 144 |
| Pocock v. Lee, <i>Mortgage</i> | II. 145 | Powell v. Morgan, <i>Estate in Fee</i> | |
| * ——— v. Bp. of Lincoln, <i>Devise</i> | | I. 56 | |
| VI. 262 | | ———, <i>Estate for Years</i> | |
| * Podger's Case, <i>Remainder</i> | II. 210 | 240 | |
| ———, <i>Fine</i> | V. 183. 215. | * ———, <i>Merger</i> | VI. 498 |
| 224. 227 | | * ——— v. Peacock, <i>Copyhold</i> | I. 282 |
| Pole v. Pole, <i>Trust</i> | I. 402 | ——— v. Price, <i>Deed</i> | IV. 321. |
| Pollard v. Greenville, <i>Deed</i> | IV. 228 | 325 | |
| ——— v. Luttrell, <i>Fine</i> | V. 246 | * ——— v. Robins, <i>Devise</i> | VI. 356 |
| Pollen v. Huband, <i>Devise</i> | VI. 95 | * Powis Barony, Case of, <i>Dignities</i> | |
| Pomery v. Partington, <i>Deed</i> | IV. 163 | III. 203 | |
| Pomfret (Lord) v. Windsor (Lord) | | * ——— (E. of,) v. Capron, <i>Power of</i> | |
| <i>Fine</i> | V. 254 | <i>Sale</i> | IV. 184, 185 |
| Poole's Case, <i>Condition</i> | II. 6 | Powlett v. Bolton, <i>Estate for Life</i> | |
| Poole v. Bentley, <i>Deed</i> | IV. 56 | I. 125 | |
| ——— v. Poole, <i>Devise</i> | VI. 289. 294, | * Powseley v. Blackman, <i>Estate at</i> | |
| 295 | | <i>Will</i> | 243 |
| ——— v. Shergold, <i>Estate in Fee</i> | | ———, <i>Mortgage</i> | |
| I. 62 | | II. 80 | |
| Pope v. Onslow, <i>Mortgage</i> | II. 112 | Poyntz's Case, <i>Fine</i> | V. 128 |
| * ——— v. Whitcomb, <i>Devise</i> | VI. 340 | * Prescott v. Boucher, <i>Rents</i> | III. 285 |
| * Popham v. Lancaster, <i>Copyhold</i> | | Preston v. Funnell, <i>Devise</i> | VI. 235 |
| I. 301 | | ——— v. Merceau, <i>Deed</i> | IV. 253, 254 |
| Popley v. Popley, <i>Mortgage</i> | II. 124. | * Prevost v. Clarke, <i>Devise</i> | VI. 163 |
| 133 | | * Price, Demand. <i>Fine</i> | V. 130 |
| Porter v. Bradley, <i>Devise</i> | VI. 373. | * ——— v. Copner, <i>Mortgage</i> | II. 114 |
| 405 | | ——— v. Davies, <i>Fine</i> | V. 73 |

Names of Cases.

103

| | Vol. Page | | Vol. Page |
|--|-----------------------|--|-----------------|
| Ramsden v. Hylton, <i>Deed</i> | IV. 438 | * Reece v. Steel, <i>Devise</i> | VI. 279 |
| Rand v. Cartwright, <i>id.</i> | 434 | * Reed v. Blades, <i>Deed</i> | IV. 424 |
| * Rancliffe v. Parkyns, <i>Devise</i> | VI. 53 | — v. Hatton <i>Devise</i> | VI. 225 |
| Randall v. Tuchin, <i>id.</i> | 213. 216 | * Reeks v. Postlethwaite, <i>Mortgage</i> | II. 118 |
| Randoll v. Doe, <i>Remainder</i> | II. 229 | Reeve v. Attorney-General, <i>Escheat</i> | III. 400. 418 |
| * Ranshaw v. Robottom, <i>Copyhold</i> | I. 273 | — v. Long, <i>Remainder</i> | II. 251— 253 |
| Rapley v. Chaplin, <i>Descent</i> | III. 392 | Reeves v. Gower, <i>Devise</i> | VI. 222 |
| Rashley v. Master, <i>Devise</i> | VI. 174 | — v. Herne, <i>Condition</i> | II. 15 |
| Ratcliff's Case, <i>Descent</i> | III. 344. 378. 386 | — v. Reeves, <i>Deed</i> | IV. 443 |
| Ratcliffe's Case, <i>Recovery</i> | V. 363 | Reid v. Shergold, <i>Devise</i> | VI. 259 |
| Rattle v. Popham, <i>Deed</i> | IV. 206 | Reignolds v. Edwards, <i>Ways</i> | III. 87 |
| Rawley v. Holland, <i>Use</i> | I. 376 | Ren v. Bulkeley, <i>Deed</i> | IV. 235 |
| Rawlins v. Burgess, <i>Devise</i> | VI. 103. 109 | * Rennell v. Bishop of Lincoln, <i>Advowson</i> | III. 15 |
| Rawlinson v. Green, <i>Alienation by Custom</i> | V. 455 | * Renvoize v. Cooper, <i>Devise</i> | VI. 202 |
| * — v. Montague, (Duchess of) <i>Estate for Life</i> | I. 113 | * Repington v. Governors of Falmouth School, <i>Advowson</i> | III. 15 |
| Ray v. Pung, <i>Deed</i> | IV. 135. 220 | Reps v. Bonham, <i>Deed</i> | IV. 283 |
| * —, <i>Merger</i> | VI. 490 | Requishe v. Requishe, <i>Fine</i> | V. 128 |
| Rayson v. Sacheverel, <i>Mortgage</i> | II. 107 | Reve v. Malster, <i>Descent</i> | III. 392 |
| —, <i>Fine</i> | V. 174 | * Rex v. Bower, <i>Offices</i> | 109 |
| Read and Morpeth v. Erington, <i>Use</i> | I. 373 | — v. Budd, <i>Copyhold</i> | I. 284 |
| * —, <i>Recovery</i> | V. 300 | — v. Butler, <i>Franchise</i> | III. 264 |
| — v. Nash, <i>Deed</i> | IV. 169. 176 | — v. Capper, <i>id.</i> | 267 |
| * — v. Snell, <i>Devise</i> | VI. 147 | * —, <i>King's Grant</i> | V. 53 |
| — v. Ward, <i>Reversion</i> | II. 343 | — v. Chester (Ep.), <i>id.</i> | 58 |
| * Reading v. Royston, <i>Dignities</i> | III. 209 | — v. Delamotte, <i>Mortgage</i> | II. 103 |
| —, <i>Prescription</i> | 437 | — v. Ferrybridge (Inhabitants of), <i>Tithes</i> | III. 42 |
| —, <i>Devise</i> | VI. 125 | — v. Firebrace, <i>Recovery</i> | V. 439 |
| * Reed v. Farr, <i>Deed</i> | IV. 73 | — v. Hendon (Lord of), <i>Copyhold</i> | I. 296 |
| Redshaw v. Governors of Bedford Level, <i>id.</i> | 402 | — v. Hermitage (Inhabitants of), <i>Common</i> | III. 82 |
| | | * — v. Holland, <i>Trust</i> | I. 412 |
| | | — v. Hornchurch, <i>Copyhold</i> | 263 |

| | Vol. Page | | Vol. Page |
|--|-----------|--|---------------|
| Rex v. Imber and Wilkin, <i>King's Grant</i> | V. 56 | * Richardson v. Watson, <i>Devise</i> | VI. 134 |
| — v. Kemp, <i>Offices</i> | III. 100 | Richmond's (D. of) Case, <i>Deed</i> | IV. 303 |
| * ———, <i>King's Grant</i> | V. 58 | Ridout v. Payne, <i>Devise</i> | VI. 219 |
| * — v. Longnor, <i>Deed</i> | IV. 28 | * Riddell v. Jenner, <i>Copyhold</i> | I. 287 |
| — v. Lucas, <i>Copyhold</i> | I. 261 | Riddle v. White, <i>Private Act</i> | V. 19 |
| — v. Mead, <i>Fine</i> | V. 241 | Rider v. Smith, <i>Ways</i> | III. 90 |
| — v. Inhabitants of Merfield, <i>Tithes</i> | III. 42 | —— v. Wager, <i>Mortgage</i> | II. 137 |
| — v. Michener, <i>Estate in Fee</i> | I. 60 | ——, <i>Devise</i> | VI. 93 |
| — v. Minchinhampton, <i>Estate for Life</i> | 116 | Rigden v. Vallier, <i>Deed</i> | IV. 257. |
| — v. Rennett, <i>Copyhold</i> | 267 | | 294. 297 |
| — v. Rigge, <i>Alienation by Custom</i> | V. 448 | * Right v. Banks, <i>Copyhold Heir</i> | VI. 43 |
| — v. Rochester, (Ep.), <i>King's Grant</i> | 55 | —— v. Bawden, <i>Trust</i> | I. 398 |
| — v. Shelley, <i>Copyhold</i> | I. 261 | * — v. Beard, <i>Estate for Years</i> | 243 |
| — v. Smith, <i>Deed</i> | IV. 421 | * — v. Compton, <i>Devise</i> | VI. 227. |
| * — v. Stafford, <i>Devise</i> | VI. 291 | | 336 |
| — v. Steward, <i>Franchise</i> | III. 270 | * — v. Creber <i>id.</i> | 283 |
| — v. Stone, <i>Estate at Will</i> | I. 248 | —— v. Day, <i>id.</i> | 147. 367, 368 |
| — v. Talbot, <i>Franchise</i> | III. 250 | —— v. Hammond, <i>id.</i> | 158 |
| — v. Trussel, <i>Advowson</i> | 25 | —— v. Price, <i>id.</i> | 48 |
| — v. Williams, <i>Joint Tenancy</i> | II. 370 | —— v. Proctor, <i>Deed</i> | IV. 56 |
| * — v. Wilson, <i>Deed</i> | IV. 405 | —— v. Russell, <i>Devise</i> | VI. 260 |
| — v. Yale, <i>id.</i> | 94 | —— v. Sidebotham, <i>id.</i> | 262 |
| * Reynel's (Sir Geo.) Case, <i>id.</i> | 61 | * — v. Smith (12 East. 455.), <i>Use</i> | I. 357 |
| ——, <i>Offices</i> | III. 100 | —— v. Thomas, <i>Deed</i> | IV. 160. |
| Reynish v. Martin, <i>Condition</i> | II. 18 | | 172 |
| * Reynolds v. Pitt, <i>id.</i> | 31 | Ripley v. Waterworth, <i>Estate for Life</i> | I. 111. 113 |
| * ———, <i>Deed</i> | IV. 73 | ——, <i>Trust</i> | 391 |
| * — v. Torin, <i>Dower</i> | I. 186 | * ———, <i>Tenancy in Common</i> | II. 409 |
| Reynoldson v. Perkins, <i>Mortgage</i> | II. 198 | Risley v. Baltinglass, <i>Devise</i> | VI. 107 |
| Rich v. Beaumont, <i>Deed</i> | IV. 141. | Rivers's Case, <i>id.</i> | 165 |
| | 144 | Rivett v. Godson, <i>Rents</i> | III. 273 |
| * Richardson v. Spragg, <i>Devise</i> | VI. 147 | ——, <i>Deed</i> | IV. 111 |
| | | Roach v. Wadham, <i>id.</i> | 217. 382 |
| | | * Roadley v. Dixon, <i>Dower</i> | I. 186 |

Names of Cases.

105

| | Vol. Page | | Vol. Page |
|--|------------------------------|---|------------------------|
| * Roberts v. Davey, <i>Deed</i> | IV. 73 | Roe v. Blackett, <i>Devise</i> | VI. 216. 261 |
| — v. Dixall, <i>id.</i> | 205 | — v. Bolton, <i>id.</i> | 261 |
| — v. Dixwell, <i>Curtesy</i> | I. 148 | * — v. Briggs, <i>Merger</i> | 467 |
| — — — — —, <i>Trust</i> | 408 | — v. Clayton, <i>Devise</i> | 352 |
| — — — — —, <i>Devise</i> | VI. 309 | * — v. Dawe, <i>id.</i> | 227 |
| — v. Kingley, <i>Alienation by Custom</i> | V. 470 | * — v. Dunt, <i>Deed</i> | IV. 241 |
| — v. Kingsly, <i>Deed</i> | IV. 324 | * — v. Elliot, <i>Tenancy in Common</i> | II. 405 |
| * — v. Smith, <i>Dower</i> | I. 186 | — — — — —, <i>Fine</i> | V. 248 |
| Robins v. Crutchley, <i>id.</i> | 155 | — v. Ferrars, <i>Prescription</i> | III. 438 |
| Robinson v. Comyns, <i>Condition</i> | II. 19 | — v. Fludd, <i>Devise</i> | VI. 133 |
| — — — — —, <i>Recovery</i> | V. 292. 309 | — v. Galliers, <i>Condition</i> | II. 12 |
| — v. Cumming, <i>id.</i> | 388 | — v. Grew, <i>Devise</i> | VI. 253. 301. 326, 327 |
| * — v. Davison, <i>Mortgage</i> | II. 191 | — v. Griffiths, <i>Alienation by Custom</i> | V. 472 |
| — v. Hardcastle, <i>Deed</i> | IV. 203 | — — — — —, <i>Devise</i> | VI. 106 |
| — — — — —, <i>Devise</i> | VI. 449, 450. 455 | — v. Harrison, <i>Condition</i> | II. 9 |
| — v. Hicks, <i>id.</i> | 248. 251, 252, 253. 266. 326 | — — — — —, <i>Deed</i> | IV. 72 |
| — v. Lytton, <i>Remainder</i> | II. 317 | — v. Harvey, <i>Devise</i> | VI. 178 |
| — — — — —, <i>Devise</i> | VI. 427 | — v. Helier, <i>Copyhold</i> | I. 313 |
| — v. Miller, <i>id.</i> | 242 | — v. Hicks, <i>id.</i> | 307 |
| * — v. Smith, <i>id.</i> | 163 | — — — — —, <i>Devise</i> | VI. 37 |
| * Rochfort v. Belvedere, <i>Mortgage</i> | II. 142 | — v. Hodgson, <i>Deed</i> | IV. 68 |
| Rockey v. Huggens, <i>Copyhold</i> | I. 282 | — v. Holmes, <i>Devise</i> | VI. 260 |
| Rockingham (Lord) v. Penrice, <i>Rents</i> | III. 284 | — v. Hutton, <i>Copyhold</i> | I. 317 |
| Roe v. Aistrop, <i>Recovery</i> | V. 469 | — v. Ireland, <i>id.</i> | 327 |
| — v. Avis, <i>Devise</i> | VI. 200. 236 | — v. Jeffery, <i>Alienation by Custom</i> | V. 481 |
| * — v. Bacon, <i>id.</i> | 216. 272 | — — — — —, <i>Devise</i> | VI. 373 |
| — v. Baldwere, <i>Copyhold</i> | I. 274 | — v. Jones, <i>id.</i> | 28. 426 |
| — — — — —, <i>Alienation by Custom</i> | V. 479 | — v. Lees, <i>Estate at Will</i> | I. 246 |
| * — — — — —, <i>Merger</i> | VI. 481. 491 | * — v. Loveless, <i>Devise</i> | VI. 45 |
| | | — v. Lowe, <i>id.</i> | 42 |
| | | — v. Mitton, <i>Deed</i> | IV. 436 |
| | | — v. Newman, <i>Copyhold</i> | I. 261 |
| | | — v. Parker, <i>id.</i> | 266 |
| | | — — — — —, <i>Descent</i> | III. 393 |
| | | * — v. Pattison, <i>Devise</i> | VI. 217 |
| | | — v. Popham, (Doug. 25.) <i>Use</i> | I. 373. 375. 379 |

| | Vol. Page | | Vol. Page |
|--|--------------|--|---------------|
| Roe v. Popham, <i>Deed</i> | IV. 131 | *Romilly v. James, <i>Devise</i> | VI. 234. |
| *— v. Prideaux, <i>Power to Lease</i> | | | 369 |
| | IV. 169. 202 | *Ronalds v. Feltham, <i>id.</i> | 356. 359 |
| — v. Quartley, <i>Deed</i> | 263 | Rook v. Clealand, <i>Reversion</i> | II. 339 |
| — — — — —, <i>Devise</i> | VI. 168 | — v. Worth, <i>Copyhold</i> | I. 310 |
| — v. Rashleigh, <i>Deed</i> | IV. 48 | Rooke v. Rooke, <i>Devise</i> | VI. 195 |
| *— v. Rawlings, <i>Power to Lease</i> | | Roos Barony, Case of, <i>Dignities</i> | |
| | 174 | | III. 133. 194 |
| — v. Reade, <i>Devise</i> | VI. 203, | Roper v. Hallifax, <i>Deed</i> | IV. 234 |
| | 204 | — v. Radcliffe, <i>Devise</i> | VI. 74 |
| *— v. Sales, <i>Estate on Condition</i> | | Roscarrick v. Barton, <i>Mortgage</i> | |
| | II. 9 | | II. 198 |
| — v. Soley, <i>Mortgage</i> | 112 | Roscommon v. Fowke, <i>Deed</i> | IV. 195 |
| — v. Tranmer, <i>Remainder</i> | 264 | Rose v. Bartlett, <i>Devise</i> | VI. 186— |
| — — — — —, <i>Deed</i> | IV. 107. | | 190. 193, 194 |
| | 250 | — v. Calland, <i>Tithes</i> | III. 57 |
| *— v. Vernon, <i>Copyhold</i> | I. 254. | — v. Cunynghame, <i>Devise</i> | VI. 63. |
| | 257 | | 65 |
| — — — — —, <i>Alienation by Custom</i> | V. 452. 465 | — v. Hill, <i>id.</i> | 340 |
| — — — — —, <i>Devise</i> | VI. 205. | * — v. Reynolds, <i>Jointure</i> | I. 194 |
| | 241 | Rosewel's Case, <i>Deed</i> | IV. 381 |
| — v. Wegg, <i>id.</i> | 34 | Ross v. Ewer, <i>id.</i> | 191 |
| * — — — — —, <i>Merger</i> | 468 | — v. Ross, <i>Estate Tail</i> | I. 84 |
| — v. Wicket, <i>Devise</i> | 413 | Rotherham v. Green, <i>Common</i> | III. 81 |
| *— v. Wright, <i>id.</i> | 215. 271 | Rous v. Artris, <i>Copyhold</i> | I. 271 |
| — v. York, (Archbishop of,) <i>Deed</i> | | Routledge v. Dorril, <i>Deed</i> | IV. 204. |
| | IV. 86. 409 | | 350 |
| *Roebuck v. Dean, <i>Devise</i> | VI. 340 | Rowden v. Malster, <i>id.</i> | 273 |
| *Rogers v. Bradley, <i>Copyhold</i> | I. 265 | Rowe v. Power, <i>Dower</i> | I. 170 |
| — v. Briggs, <i>Devise</i> | VI. 271 | — — — — —, <i>Fine</i> | V. 212. 248 |
| * — v. Downs, <i>Merger</i> | 484 | Rudg v. Pincombe, <i>Deed</i> | IV. 369 |
| — v. Gibson, <i>Devise</i> | 424. 444 | Rudstone v. Anderson, <i>Devise</i> | |
| — v. Holled, <i>Advowson</i> | III. 12 | | VI. 112 |
| — v. Skillicorn, <i>Trust</i> | I. 452 | *Rufford v. Bishop, <i>Mortgage</i> | II. 152 |
| *Rolfe v. Harris, <i>Estate on Condition</i> | | Rumbold v. Rumbold, <i>Devise</i> | |
| | II. 31 | | VI. 205 |
| * — — — — —, <i>Deed</i> | IV. 73 | Rundale v. Eeley, <i>id.</i> | 276 |
| Rolles v. Mason, <i>Copyhold</i> | I. 282 | *Ruscombe v. Hare, <i>Mortgage</i> | |
| Rolt v. Somerville, <i>Estate for Life</i> | | | II. 148 |
| | 129 | *Rushden's Case, <i>Rents</i> | III. 304. |
| | | | 306 |

Names of Cases.

107

| | Vol. Page | | Vol. Page |
|--|-------------------|--|--------------|
| Rushley v. Mansfield, <i>Fine</i> | V. 254 | *St. John v. Winton, (Ep.) <i>Devise</i> | VI. 183. 185 |
| Russel's (Lady) Case, <i>Offices</i> | III. 105 | St. Paul v. Dudley & Ward, <i>Copyhold</i> | I. 259. 325 |
| Russell v. Darwin, <i>Deed</i> | IV. 399. | * ———, <i>Trust</i> | 420 |
| | 401 | * ———, <i>Merger</i> | VI. 467, 468 |
| * ——— v. Long, <i>Devise</i> | VI. 340 | *Sale v. Moore, <i>Devise</i> | 161 |
| *Rust v. Whittle, <i>Fine</i> | V. 179 | Salford's Case, <i>Estate in Fee</i> | I. 57 |
| Rutland's Case, <i>Estate for Life</i> | I. 132 | Salisbury's (Lord) Case, <i>Copyhold</i> | 313 |
| ——— (E. of) Case, <i>Copyhold</i> | 261 | ——— (Bp. of) Case, <i>Offices</i> | III. 95 |
| ———, <i>Fine</i> | V. 166 | ——— v. Phillips, <i>Advowson</i> | 19 |
| ——— (Countess of) Case, <i>Deed</i> | IV. 120. 125 | Salisbury v. Bagot, <i>Fine</i> | V. 179 |
| Ryal v. Ryal, <i>Trust</i> | I. 393 | ——— v. Hurd, <i>Copyhold</i> | I. 285. |
| *Ryder v. Wager, <i>Mortgage</i> | II. 137 | | 287 |
| | | * ——— v. Lambe, <i>Devise</i> | VI. 340 |
| S. | | Salmon v. Swann, <i>Estate for Years</i> | I. 236. 238 |
| Sabbarton v. Sabbarton, <i>Devise</i> | VI. 406. 408. 418 | * ———, <i>Merger</i> | VI. 468. |
| Sacheverell v. Froggatt, <i>Rents</i> | III. 279 | | 471 |
| *Sackett v. Bassett, (4 Mad. 58.) | | Salter v. Boteler, <i>Rents</i> | III. 289 |
| <i>Mortgage</i> | II. 152 | Salter v. Butler, <i>Estate for Life</i> | I. 112 |
| Saffin's Case, <i>Estate for Years</i> | I. 227 | ———, <i>Rents</i> | III. 293 |
| ———, <i>Fine</i> | V. 182. 224. 227 | Salvin v. Clerk, <i>Fine</i> | V. 203 |
| *St. Alban's (Sir J.) Case, <i>Recovery</i> | 350 | —— v. Thornton, <i>Recovery</i> | 388 |
| ——— (D. of) v. Shore, <i>Estate on Condition</i> | II. 28 | Samborne v. Belke, <i>id.</i> | 279 |
| *St. Andrew's v. St. Bride's, <i>Bas-tardy</i> | III. 230 | Sammes's Case, <i>Joint Tenancy</i> | II. 368 |
| *St. George, ex parte, <i>Fine</i> | V. 119 | ———, <i>Deed</i> | IV. 131. 272 |
| St. John v. Holford, <i>Mortgage</i> | II. 106 | Samon v. Jones, <i>id.</i> | 107 |
| ——— v. Turner, <i>id.</i> | 114 | * Sampson v. Sampson, <i>Devise</i> | VI. 205 |
| ———, <i>Fine</i> | V. 252 | Samuel v. Evans, <i>Private Act</i> | V. 3 |
| | | Sands's (Sir Geo.) Case, <i>Escheat</i> | III. 415 |
| | | Sanford v. Irby, <i>Devise</i> | VI. 388 |
| | | ——— v. Stevens, <i>Copyhold</i> | I. 281 |

| | Vol. Page | | Vol. Page |
|--|---------------|---|-----------------|
| Sands v. Dixwell, <i>Deed</i> | IV. 329 | Scatterwood v. Edge, <i>Remainder</i> | II. 224 |
| — v. Drury, <i>Copyhold</i> | I. 265 | — — — — —, <i>Devise</i> | VI. 442. |
| — v. Hempston, <i>id.</i> | 279 | | 448 |
| Sandys v. Oliff, <i>Common</i> | III. 84 | * Scawen v. Blunt, <i>id.</i> | 29. 424 |
| Sangon v. Williams, <i>Estate Tail</i> | I. 84 | Scholes v. Hargreaves, <i>Common</i> | III. 67 |
| * Sansom v. Goode, <i>Statute Merchant</i> | II. 43 | Scot v. Bell, <i>Deed</i> | IV. 438 |
| Sargeson v. Cruise, <i>Mortgage</i> | 155 | Scott v. Ayrey, <i>Tithes</i> | III. 59. 62. 63 |
| * Sarth v. Blanfrey, <i>Deed</i> | IV. 226 | — v. Fenhoullet, <i>Trust</i> | I. 424 |
| Sarum (Ep.) v. Philips, <i>Advowson</i> | III. 19 | * — — — — —, <i>Merger</i> | VI. 469 |
| Saunders's Case, <i>Estate for Life</i> | I. 118 | — v. Kettlewell, <i>Copyhold</i> | I. 267 |
| Saunders v. Bournford, <i>Estate for Years</i> | 241 | — v. Scholey, <i>Estate by Statute</i> , §c. | II. 54 |
| * — — — — —, <i>Merger</i> | VI. 493 | — v. Scott, <i>Devise</i> | VI. 126. 426 |
| — v. Dehew, <i>Trust</i> | I. 428 | — v. Tyler, <i>Condition</i> | II. 21 |
| — v. Owen, <i>Offices</i> | III. 95 | Scrafton v. Quincey, <i>Deed</i> | IV. 448 |
| Savage's Case, <i>Copyhold</i> | I. 290 | Scroope v. Scroope, <i>Trust</i> | I. 400 |
| — — — — —, <i>Offices</i> | III. 95. 102 | Scrope's Case, <i>Deed</i> | IV. 197 |
| * Savage v. Carroll, <i>Deed</i> | IV. 231 | Seagood v. Hone, <i>Alienation by Custom</i> | V. 466 |
| Savil v. Savil, <i>Devise</i> | VI. 427 | — v. Meale, <i>Deed</i> | IV. 35. 40 |
| Savile v. Blacket, <i>Recovery</i> | V. 390 | * Seagrave v. Seagrave, <i>Jointure</i> | I. 209 |
| Saville's Case, <i>Estate Tail</i> | I. 74 | * Sear v. Ashwell, <i>Deed</i> | IV. 435 |
| Saville v. Saville, <i>Mortgage</i> | II. 131. | — v. Trinity College, <i>Tithes</i> | III. 44 |
| | 133 | Seaton v. Henson, <i>Deed</i> | IV. 408 |
| Sawbridge v. Benton, <i>Tithes</i> | III. 51 | Seaward v. Willock, <i>Devise</i> | VI. 149. |
| Sawle v. Clearke, <i>Fine</i> | V. 203 | | 297 |
| Sawyer's Case, <i>Common</i> | III. 84 | * Sedgwick v. Hargrave, <i>Fine</i> | V. 179 |
| Say v. Barwick, <i>Deed</i> | IV. 412 | * Selby v. Alston, <i>Merger</i> | VI. 496 |
| — v. Smith, <i>Fine</i> | V. 112, 113 | * Selkrigg v. Davies, <i>Tenancy in Common</i> | II. 410 |
| * Say and Sele, <i>Barony of, Dignities</i> | III. 142. 220 | Selwyn v. Selwyn, <i>Recovery</i> | V. 321 |
| — — — — — (Lord) v. Jones, <i>Trust</i> | I. 385. 388 | — — — — —, <i>Devise</i> | VI. 27, 28. 98 |
| — — — — —, <i>Deed</i> | IV. 312 | Semaine v. Selwin, <i>id.</i> | 37 |
| — — — — —, <i>Devise</i> | VI. 312 | Senhouse v. Christian, <i>Ways</i> | III. 86 |
| Sayer v. Masterman, <i>id.</i> | 276. | * — — — v. Earl, <i>Estate for Life</i> | I. 108 |
| | 315. 320 | Sergeson v. Sealey, <i>Jointure</i> | 205 |
| Sayle v. Freeland, <i>Mortgage</i> | II. 199 | * — — — — —, <i>Deed</i> | IV. 226. 228 |
| — — — — —, <i>Deed</i> | IV. 191 | | |

Names of Cases.

109

| | Vol. Page | | Vol. Page |
|---|-------------|--|-----------------------------------|
| Serle v. St. Eloy, <i>Mortgage</i> | II. 125, | * Sheffield v. Ratcliffe, <i>Dignities</i> | III. 179 |
| | 126. 134 | —————, <i>Recovery</i> | V. 375. |
| Seton v. Sinclair, <i>Fine</i> | V. 113 | | 378 |
| Sevier v. Greenway, <i>Mortgage</i> | II. 78 | Shelburne v. Biddulph, <i>Reversion</i> | II. 360 |
| Seymor's Case, <i>Estate Tail</i> | I. 79. 81 | * —————, <i>Merger</i> | VI. 482. |
| —————, <i>Use</i> | 352 | | 494 |
| —————, <i>Deed</i> | IV. 112 | Shelley's Case, <i>Mortgage</i> | II. 171 |
| —————, <i>Fine</i> | V. 212. 218 | —————, <i>Remainder</i> | 208. 332 |
| * Seymour v. Northworthy, <i>Devise</i> | VI. 75 | —————, <i>Deed</i> | IV. 365. 310; |
| Seymour v. Barker, <i>Fine</i> | V. 81. 97 | | 311. 325 |
| Seyntloo's Case, <i>Deed</i> | IV. 420 | —————, <i>Recovery</i> | V. 321. |
| Shafto v. Shafto, <i>Mortgage</i> | II. 139 | | 326, 327. 333. 365 |
| * Shaftsbury (Lady) v. Arrowsmith, | | —————, <i>Devise</i> | VI. 275. 277. |
| <i>Estate for Life</i> | I. 108 | | 281. 284. 289, 290. 292. 308. 313 |
| Shailard v. Baker, <i>Devise</i> | VI. 224 | —315. 318—322. 325. 328 | |
| Shakespear v. Peppin, <i>Common</i> | III. 79 | Shelley v. Earsfield, <i>Deed</i> | IV. 305 |
| Shallcross v. Finden, <i>Devise</i> | VI. 355 | ———— v. Wright, <i>id.</i> | 264 |
| Shannon v. Bradstreet, <i>Deed</i> | IV. 228 | Shelton's Case, <i>id.</i> | 29 |
| Shapland v. Ridler, <i>Copyhold</i> | I. 270 | Shephard v. Newland, <i>Devise</i> | VI. 210 |
| — v. Smith, <i>Trust</i> | 388 | * Shepherd v. Titley, <i>Mortgage</i> | II. 174 |
| —————, <i>Devise</i> | VI. 313 | Sheppard v. Gibbons, <i>Devise</i> | VI. 337 |
| Sharington v. Strotton, <i>Deed</i> | IV. 108 | * ——— v. Lessingham, <i>id.</i> | 402 |
| —————, <i>Recovery</i> | V. 409 | * Shergold v. Boone, <i>id.</i> | 340 |
| * Sharp v. Sharp, <i>Devise</i> | VI. 217 | Sherlock's Case, <i>Fine</i> | V. 128 |
| Sharpe v. Rhoads, <i>Estate by Statute,</i> | | Sherly v. Fagg, <i>Trust</i> | I. 404. 426 |
| &c. | II. 45 | Shields v. Atkyns, <i>Fine</i> | V. 254 |
| Shaw v. Bull, <i>Devise</i> | VI. 218 | Shires v. Glascock, <i>Devise</i> | VI. 53 |
| * ——— v. Pritchard, <i>Deed</i> | IV. 13 | Shirly v. Watts, <i>Mortgage</i> | II. 105 |
| — v. Weigh, <i>Devise</i> | VI. 228. | Shirt v. Carr, <i>Advowson</i> | III. 5 |
| | 246. 300 | Short v. Smith, <i>Devise</i> | VI. 86 |
| * Shears v. Rogers, <i>Fraudulent Con-</i> | | Shortridge v. Lamplugh, <i>Deed</i> | IV. |
| <i>veyance</i> | IV. 427 | | 115, 116 |
| Sheath v. York, <i>Devise</i> | VI. 92 | * Shove v. Pincke, <i>id.</i> | 251 |
| Sheddon v. Goodrich, <i>id.</i> | 20 | —————, <i>Devise</i> | VI. 94 |
| Sheepshanks v. Lucas, <i>Recovery</i> | | Shrewsbury's (Lady) Case, <i>Estate at</i> | |
| | V. 328. 425 | <i>Will</i> | I. 244 |
| Sheffield v. Orrery (Lord), <i>Devise</i> | VI. 449 | — (E. of,) Case, <i>Offices</i> | III. 105. 113 |

| Vol. Page | Vol. Page |
|---|--|
| Shrewsbury v. Shrewsbury, <i>Estate Tail</i> I. 75 | Smales or Small v. Dale, <i>Descent</i> III. 345 |
| * ———, <i>Trust</i> 420 | Smart v. Prujean, <i>Devise</i> VI. 65 |
| * ———, <i>Merger</i> VI. 498 | Smartle v. Penhallow, <i>Copyhold</i> I. 277 |
| Shulter's Case, <i>Deed</i> IV. 26 | —— v. Scholar, <i>Devise</i> VI. 164 |
| Shury v. Piggott, <i>Ways</i> III. 90 | —— v. Williams, (1 Salk. 245.) <i>Mortgage</i> II. 81 |
| Shute v. Shute, <i>Dower</i> I. 156 | Smith v. Angel, <i>Reversion</i> 338 |
| Shuttleworth v. Garnet, (3 Mod. 240.) <i>Copyhold</i> 303 | —— v. Ashton, <i>Deed</i> IV. 230 |
| —— v. Laycock, <i>Mortgage</i> II. 106 | —— v. Baker, <i>Trust</i> I. 398 |
| *Sidney's (Sir John Shelley) Case, <i>Dignities</i> III. 138. 141 | —— v. Clay, <i>Prescription</i> III. 459 |
| Sidney v. Shelley, <i>Trust</i> I. 395 | —— v. Clyfford, <i>Recovery</i> V. 399 |
| —— v. Sidney, <i>Jointure</i> 194. 209 | —— v. Coffin, <i>Devise</i> VI. 217 |
| *Silcocks, in re, <i>Estate Tail</i> 98 | * — v. Compton, <i>Deed</i> IV. 384 |
| *Silvester v. Jarman, <i>Devise</i> VI. 204 | * — v. Cooke, <i>Estate for Life</i> I. 107 |
| —— v. Wilson, <i>Trust</i> I. 388 | —— v. Dean and Chapter of St. Paul's, <i>Recovery</i> V. 440 |
| ——, <i>Devise</i> VI. 313 | * — v. Death, <i>Deed</i> IV. 186. 237 |
| Simcox Demand. <i>Recovery</i> V. 359 | —— v. Evans, <i>Devise</i> VI. 48 |
| *Simeon v. Simeon, <i>Deed</i> IV. 193 | * — v. Farnaby, <i>Recovery</i> V. 374 |
| Simmond's Case, <i>Recovery</i> V. 380 | —— v. Feverell, <i>Common</i> III. 74 |
| Simms v. Bennett, <i>Tithes</i> III. 39 | —— v. French, <i>Trust</i> I. 455 |
| *Simpson v. Gutteridge, <i>Jointure</i> I. 202 | —— v. Garland, <i>Deed</i> IV. 431 |
| * — v. Vickers, <i>Devise</i> VI. 414 | —— v. Havens, <i>Devise</i> VI. 274 |
| —— v. Walker, <i>id.</i> 105 | * — v. Horlock, <i>id.</i> 330. 340 |
| Sims v. Doughty, <i>id.</i> 149 | —— v. How, <i>Common</i> III. 78 |
| Skinner v. Laud, <i>Recovery</i> V. 355 | —— v. Johnson, <i>Deed</i> IV. 295 |
| Skipwith v. Green, <i>Deed</i> IV. 257 | —— v. Kemp, <i>Franchise</i> III. 263 |
| Slatter v. Norton, <i>Devise</i> VI. 112 | * — v. Malings, <i>Rents</i> 297 |
| *Slingsby's Case, <i>Offices</i> III. 116 | —— v. Mapleback, <i>Deed</i> IV. 85 |
| ——, <i>Deed</i> IV. 370 | —— v. Martin, <i>id.</i> 267 |
| Slocomb v. Hawkins, <i>id.</i> 166 | —— dem. Dormer v. Packhurst, <i>Remainder</i> II. 211. 307 |
| Slocombe v. Glubb, <i>id.</i> 16 | —— ——— <i>Fine</i> V. 248 |
| *Sloper v. Fish, <i>Estate by Statute, &c.</i> II. 45 | —— ——— <i>Recovery</i> 277. 290 |
| Smales or Small v. Dale, <i>Coparcenary</i> 392 | —— v. Parker, <i>Reversion</i> II. 356. |
| ——, <i>Tenancy in Common</i> 402 | 358 |

Names of Cases.

111

| | Vol. Page | | Vol. Page |
|---|--------------|--|--------------------------|
| *Smith v. Parks, <i>Condition</i> | II. 31 | Somerset v. France, <i>Copyhold</i> | I. 297 |
| — v. Risley, <i>Deed</i> | IV. 110 | Somerville v. Lethbridge, <i>Devise</i> | VI. 151 |
| * — v. Smith, <i>Jointure</i> | I. 200 | Sonday's Case, <i>id.</i> | 242 |
| * — — — — —, <i>Tenancy in Common</i> | II. 410 | Sonley v. Clockmaker's Company, <i>Trust</i> | L. 404 |
| — v. Stapleton, <i>Fine</i> | V. 165, 166 | * Soresby v. Hollins, <i>Mortmain</i> | VI. 16 |
| — v. Tyndal, <i>Descent</i> | III. 314 | Soule v. Gerrard, <i>Devise</i> | 144 |
| — — — — —, <i>Devise</i> | VI. 225 | South v. Alleyne, <i>Trust</i> | I. 385 |
| — v. Trigga, <i>id.</i> | 124 | Southampton v. Hertford, <i>Devise</i> | VI. 463 |
| — v. Warren, <i>Remainder</i> | II. 281 | Southby v. Stonehouse, <i>id.</i> | 411 |
| — v. Wheeler, <i>Deed</i> | IV. 241. 407 | Southcot v. Stowel, <i>Deed</i> | IV. 285 |
| — v. Williams, <i>Tithes</i> | III. 42 | — — — — —, <i>Devise</i> | VI. 304 |
| — v. Wyatt, <i>id.</i> | 39 | Southern v. Bellasis, <i>Rents</i> | III. 283 |
| Smithe, v. Abell, <i>Fine</i> | V. 220 | Southwell v. Wade, <i>Escheat</i> | 399 |
| Smithley v. Chomley, <i>Advowson</i> | III. 15 | Sowarsby v. Lacey, <i>Trust</i> | I. 454 |
| *Smyth, ex parte, <i>Rents</i> | 310 | * — — — — —, <i>Devise</i> | VI. 362 |
| *Smythe v. Smythe, <i>Estate for Life</i> | I. 128 | Spalding v. Shalmer, <i>Trust</i> | I. 450 |
| *Snag's Case, <i>Trust</i> | 404 | — v. Spalding, <i>Devise</i> | VI. 141. |
| Snag v. Fox, <i>Copyhold</i> | 305 | | 379 |
| Snape, v. Tourton, <i>Deed</i> | IV. 136 | Sparrow v. Hardcastle, <i>id.</i> | 93. 102. |
| *Sneed v. Sneed, <i>id.</i> | 227 | | 106 |
| Snell v. Clay, <i>Trust</i> | I. 442 | — v. Shaw, <i>id.</i> | 245. 298 |
| Snowe v. Cuttler, <i>Remainder</i> | II. 246 | Specot's Case, <i>Advowson</i> | III. 22 |
| — — — — —, <i>Devise</i> | VI. 377 | Spencer's Case, <i>Deed</i> | IV. 371—373 |
| Soane v. Ireland, <i>Tenures</i> | I. 34 | Spencer v. Boyes, <i>id.</i> | 382 |
| — — — — —, <i>Franchise</i> | III. 257. | — v. Marlborough, (Duke of) | <i>id.</i> 332. 346. 350 |
| | 267 | Spirit v. Bence, <i>Devise</i> | VI. 260 |
| Soby v. Molins, <i>Estate for Life</i> | I. 117 | Spragge v. Stone, <i>id.</i> | 89 |
| — — — — —, <i>Tithes</i> | III. 41 | Sprange v. Barnard, <i>Deed</i> | IV. 191 |
| Solly v. Whitfield, <i>Fine</i> | V. 176 | * — — — — —, <i>Devise</i> | VI. 161 |
| Solme v. Bullock, <i>Common</i> | III. 71 | Spring v. Biles, <i>Deed</i> | IV. 209. 210 |
| Some v. Taylor, <i>Deed</i> | IV. 267 | — v. Ceasar, (1 Roll. Ab. 415. pl. 12.) <i>Remainder</i> | II. 265 |
| *Somerset's, Duchess of, Case, <i>Jointure</i> | I. 190 | Spurgeon v. Collier, <i>Mortgage</i> | 71 |
| *Somerset, Dukedom of, <i>Dignities</i> | III. 220 | — — — — —, <i>Deed</i> | IV. 437 |
| * — — — — —, D. of, v. Fogwell, <i>King's Grant</i> | V. 55 | Spurrier v. Fitzgerald, <i>id.</i> | 43 |
| | | * Spyve v. Topham, <i>id.</i> | 250 |

| | Vol. Page | | Vol. Page |
|--|-------------|--|-----------|
| Squib v. Wyn, <i>Estate for Years</i> | I. 229 | Stead v. Izard, <i>Fine</i> | V. 119 |
| Squire v. Compton, <i>Trust</i> | 442 | Stedman v. Palling, <i>Curtesy</i> | I. 145 |
| Stafford's (Lord) Case, <i>Remainder</i> | II. 239 | Steed v. Courtney, <i>Fine</i> | V. 137 |
| Stafford v. Buckley, <i>Estate Tail</i> | I. 73 | * Steele v. Mans, <i>Tithes</i> | III. 55 |
| * ———, <i>Rents</i> | III. 293 | ——— v. Wright, <i>Rents</i> | 300 |
| ——— (Lady) v. Llewellyn, <i>Trust</i> | I. 415 | Stephens v. Bailey, <i>Escheat</i> | 419 |
| ——— v. Selby, <i>Mortgage</i> | II. 93 | * ——— v. Bridges, <i>Estate for Years</i> | I. 240 |
| * ——— v. Wentworth, <i>Rents</i> | III. 284 | ———, <i>Deed</i> | IV. 87 |
| Staines v. Morris, <i>Deed</i> | IV. 392 | * ———, <i>Merger</i> | VI. 476 |
| Stamford v. Hobart, <i>Remainder</i> | II. 295 | * ——— v. Brittridge. (See Stevens v. Brittridge) | |
| ———, <i>Devise</i> | VI. 307 | ——— v. Eliot, <i>Deed</i> | IV. 29 |
| Stammers v. Dixon, <i>Copyhold</i> | I. 264 | ——— v. Olive. <i>id.</i> | 427. 438 |
| Standen v. Bullock, <i>Deed</i> | IV. 426 | ——— v. Stephens, <i>Devise</i> | VI. 371. |
| ——— | 431 | 416. 421, 422. 424 | |
| ——— v. Standen, <i>id.</i> | 198 | ——— v. Wall, <i>Advowson</i> | III. 25 |
| Stanford's Case, <i>Fine</i> | V. 196 | Stephenson v. Heathcote, <i>Estate in Fee</i> | I. 60 |
| Stanhope v. Manners, <i>Mortgage</i> | II. 151 | ———, <i>Devise</i> | VI. 154 |
| ——— v. Thacker, <i>Recovery</i> | V. 444 | ——— v. Hill, <i>Copyhold</i> | I. 254. |
| ——— v. Verney, <i>Mortgage</i> | II. 186 | 257. 258 | |
| * Staniforth v. Fox, <i>Deed</i> | IV. 56 | Sterling v. Penlington, <i>Tenancy in Common</i> | II. 408 |
| Stanley v. Leigh, <i>id.</i> | 336 | * Sterne, ex parte, <i>Estate for Life</i> | I. 103 |
| ———, <i>Devise</i> | VI. 416 | ———, <i>Deed</i> | IV. 325 |
| ——— v. Leonard, <i>id.</i> | 247 | Stevens, v. Austin, <i>Common</i> | III. 67 |
| ——— v. Stanley, <i>Remainder</i> | II. 266 | * ———, v. Brittridge, <i>Estate for Years</i> | I. 239 |
| Stanton v. Barnes, <i>Copyhold</i> | I. 277, 278 | * ———, <i>Deed</i> | IV. 308 |
| ———, <i>Alienation by Custom</i> | V. 490 | * ———, <i>Merger</i> | VI. 470. |
| ——— v. Sadler, <i>Mortgage</i> | II. 172 | 480 | |
| Stapilton v. Stapilton, <i>Deed</i> | IV. 123 | ——— v. Tyrell, <i>Alienation by Custom</i> | V. 451 |
| Staplehill v. Bully, <i>id.</i> | 126. 442 | ——— v. Winning, <i>Fine</i> | 166 |
| Staples v. Maurice, <i>id.</i> | 290 | * Stevenson v. Lambard, <i>Rents</i> | III. 304 |
| Stapleton's Case, <i>Dignities</i> | III. 202 | * Steward v. Lombe, <i>Deed</i> | IV. 424 |
| Staunton v. Peck, <i>Devise</i> | VI. 350 | * Stewart v. Garnett, <i>Devise</i> | VI. 176 |

Names of Cases.

113

| | Vol. Page | | Vol. Page |
|--|--------------|---|---------------|
| Stile v. Miller, <i>Tithes</i> | III. 38 | Stratfield v. Dover, <i>Recovery</i> | V. 417 |
| Stileman v. Ashdown, <i>Trust</i> | I. 400 | *Strathallen, Viscounty of, <i>Dignities</i> | III. 157 |
| ———, <i>Deed</i> | IV. 438 | Strathmore v. Bowes, <i>Estate for Life</i> | I. 129 |
| Stiles v. Cowper, <i>id.</i> | 71 | ———, <i>Deed</i> | IV. 407. |
| Stirling v. Lidiard, <i>Devise</i> | VI. 112 | ———, <i>Devise</i> | VI. 115. |
| Stocker v. Berney, <i>Prescription</i> | III. 436 | ———, <i>Deed</i> | IV. 414 |
| * Stockman v. Whither, (1 Roll. Rep. 86), <i>Estate for Life</i> | I. 131 | ———, <i>Devise</i> | VI. 115. |
| * Stockwell v. Terry, <i>Tithes</i> | III. 55 | ———, <i>Deed</i> | IV. 288 |
| Stoke v. Pope, <i>Deed</i> | IV. 265 | Streatfield v. Streatfield, <i>id.</i> | 316 |
| Stokes v. Moore, <i>id.</i> | 35 | ———, <i>Devise</i> | VI. 17. 20 |
| —— v. Oliver, <i>Recovery</i> | V. 349. | Strilley's Case, <i>Fine</i> | V. 141 |
| ———, <i>Deed</i> | 427 | Stringer v. New, <i>Descent</i> | III. 383 |
| * ——— v. Russell, <i>Merger</i> | VI. 492 | ——— v. Phillips, <i>Devise</i> | VI. 340, |
| Stone v. Grubham, <i>Deed</i> | IV. 424 | ———, <i>Deed</i> | 341 |
| * ——— v. Maule, <i>Devise</i> | VI. 406 | Strode v. Blackburne, <i>Estate for Life</i> | I. 107. |
| * ——— v. Newnham, <i>Dignities</i> | III. 165 | ——— v. Parker, <i>Mortgage</i> | II. 151 |
| Stonehewer v. Thompson, <i>Mortgage</i> | II. 105 | ——— v. Russell, <i>Devise</i> | VI. 201 |
| Stonehouse v. Evelyn, <i>Devise</i> | VI. 49 | Strong v. Teat, <i>id.</i> | 199 |
| Stones v. Hartley, <i>id.</i> | 338 | Strutt v. Baker, <i>Tithes</i> | III. 61 |
| Stork v. Fox, <i>Fine</i> | V. 135 | * Stuart v. Bute (M. of) <i>Tenancy in Common</i> | II. 410 |
| Stoughton v. Leigh, <i>Dower</i> | I. 161. | * ——— v. Tucker, <i>Offices</i> | III. 117 |
| ———, <i>Deed</i> | 171 | Sturgion v. Painter, <i>Deed</i> | IV. 56 |
| Stowell's (Lady) Case, <i>id.</i> | 155 | Styant v. Staker, <i>Common</i> | III. 83 |
| Stowell v. Zouche, <i>Prescription</i> | III. 433 | Sumner v. Partridge, <i>Curtesy</i> | I. 148 |
| ———, <i>Fine</i> | V. 196. | Sunie v. Howes, <i>Fine</i> | V. 209 |
| 201. 205. 207, 208. 225. 246 | | Surman v. Barlow, <i>Mortgage</i> | II. 196 |
| Strachy v. Francis, <i>Estate for Life</i> | I. 131 | Sussex v. Temple, <i>Joint Tenancy</i> | II. 368 |
| Strafford v. Wentworth, <i>Rents</i> | III. 284 | ——— v. Wroth, <i>Deed</i> | IV. 165 |
| Strahan v. Sutton, <i>Dower</i> | I. 185. | Sutton's Case, <i>Offices</i> | III. 100. 104 |
| ———, <i>Deed</i> | 196 | Sutton v. Moody, <i>Franchise</i> | 249 |
| Strange Barony, Case of, <i>Dignities</i> | III. 211 | ——— v. Rolfe, <i>Tenancy in Common</i> | II. 409 |
| Strangeways v. Newton, <i>Remainder</i> | II. 278. 280 | ——— v. Stone, <i>Estate Tail</i> | I. 80 |

| | Vol. Page | | Vol. Page |
|--|---------------|---|------------------|
| Sutton v. Stone, <i>Mortgage</i> | II. 197 | Talbot v. Tipper, <i>Deed</i> | IV. 175 |
| ———, <i>Alienation by Custom</i> | V. 468 | Taltarum's Case, <i>Recovery</i> | V. 307. |
| ——— v. Sutton, <i>Devise</i> | VI. 86 | | 362. 364. 376 |
| *Swaine v. Burton, <i>id.</i> | 126. 329 | Tamworth v. Ferrers, <i>Estate for Life</i> | I. 129 |
| ——— v. Kennerley, <i>id.</i> | 166 | Tanfield v. Rogers, <i>Tenures</i> | 31 |
| Swann v. Broome, <i>Recovery</i> | V. 329 | * ———, <i>Rents</i> | III. 276 |
| Swannock v. Lifford, <i>Trust</i> | I. 430. | ———, <i>Deed</i> | IV. 266 |
| | 442 | *Tankerville (E. of) v. Coke, <i>id.</i> | 156 |
| Swanton v. Raven, <i>Deed</i> | IV. 129 | ——— v. Fawcett, <i>Mortgage</i> | |
| Swayne's Case, <i>Common</i> | III. 72 | | II. 142 |
| Sweetapple v. Bindon, <i>Curtesy</i> | I. 147 | Tanner v. Wise, <i>Devise</i> | VI. 218 |
| ———, <i>Mortgage</i> | | Tapner v. Marlott, <i>Deed</i> | IV. 258 |
| | II. 97 | Tarback v. Marbury, <i>id.</i> | 424. 432 |
| ———, <i>Devise</i> | | Target v. Gaunt, <i>Devise</i> | VI. 402. 404 |
| | VI. 284 | Targus v. Puget, <i>Deed</i> | IV. 248 |
| Swift v. Gregson, <i>Deed</i> | IV. 209 | Tasburg v. Echlin, (2 Br. P. C. 265.) | |
| ——— v. Roberts, <i>Devise</i> | VI. 30 | <i>Mortgage</i> | II. 76 |
| Swyft v. Eyres, <i>Deed</i> | IV. 270 | Taster v. Marriott, <i>Trust</i> | I. 397 |
| Sydney Barony, Case of, <i>Dignities</i> | | Tate v. Morgan, <i>Mortgage</i> | II. 146 |
| | III. 193. 215 | Tatem v. Chaplin, <i>Deed</i> | IV. 372 |
| Sym's Case, <i>Deed</i> | IV. 362 | Taverner v. Cromwell, <i>Copyhold</i> | |
| Symance v. Tattam, <i>Remainder</i> | | | I. 262. 318. 390 |
| | II. 294 | ———, <i>Descent</i> | |
| Symmes v. Symonds, <i>Mortgage</i> | 158 | | III. 390 |
| Symonds v. Cudmore, <i>Reversion</i> | 360 | Tawney v. Crowther, <i>Deed</i> | IV. 36 |
| ———, <i>Fine</i> | V. 124. | Taylor v. Biddall, <i>Devise</i> | VI. 370. |
| | 168 | | 372 |
| * ———, <i>Merger</i> | | ——— v. Clarke, <i>id.</i> | 404 |
| | VI. 482. 494 | ——— v. Horde, <i>Tenancy in Common</i> | |
| ——— v. Gibson, <i>Offices</i> | III. 111 | | II. 407 |
| *Simpson v. Hornby, <i>Dower</i> | I. 186 | ———, <i>Prescription</i> | |
| Symson v. Turner, <i>Recovery</i> | V. 412 | | III. 441. 443 |
| | | ———, <i>Deed</i> | IV. 50. 261 |
| | | ———, <i>Fine</i> | V. 120 |
| | | ———, <i>Recovery</i> | 293 |
| | | * — v. Sayer, <i>Merger</i> | VI. 468 |
| | | ——— v. Taylor, (1 Atk. 386.) <i>Trust</i> | |
| | | | I. 399 |
| | | ——— v. Vale, <i>Deed</i> | IV. 100 |
| | | ——— v. Wheeler, <i>Mortgage</i> | II. 168 |

T.

| | |
|--------------------------------------|----------|
| *T — (Lord) v. Barton, <i>Merger</i> | VI. 470 |
| *Tabor v. Tabor, <i>Mortgage</i> | II. 155 |
| Talbot's Case, <i>Rents</i> | III. 303 |

Names of Cases.

115

| | Vol. Page | | Vol. Page |
|--|----------------------|--|-------------------|
| Taylor v. Wheeler, <i>Alienation by Custom</i> | V. 462 | *Thorn v. Woolcombe, <i>Merger</i> | VI. 470. 474. 492 |
| — v. Whitehead, <i>Ways</i> | III. 89 | *Thornborough v. Baker, <i>Mortgage</i> | 155 |
| *Tempest v. Rawling, <i>Deed</i> | IV. 58 | Thorne v. Thorne, <i>id.</i> | 101 |
| Temple v. Chandos, <i>Devise</i> | VI. 110 | Thornhill v. Evans, <i>id.</i> | 152 |
| Tendril v. Smith, <i>id.</i> | 204 | *Thornton v. Dixon, <i>Tenancy in Common</i> | 409 |
| *Tenny v. Agar, <i>id.</i> | 237. 373 | Thoroughgood's Case, <i>Deed</i> | IV. 26. |
| * — v. Jones, <i>Reconveyance presumed</i> | I. 415 | | 47. 410 |
| Tew v. Winterton, <i>Jointure</i> | 206 | Thorowgood v. Collins, <i>Devise</i> | VI. 336 |
| Tey's Case, <i>Fine</i> | V. 73. 99 | Thorp v. Bendlowes, <i>Tithes</i> | III. 44 |
| Theebridge v. Kilburne, <i>Deed</i> | IV. 328 | *Thorpe v. Goodall, <i>Deed</i> | IV. 237 |
| Thellusson v. Woodford, <i>id.</i> | 339, 340 | — v. Thorpe, <i>id.</i> | 245 |
| — — — — —, <i>Devise</i> | VI. 15. 17. 401. 430 | Thrustout v. Cunningham, <i>Alienation by Custom</i> | V. 472 |
| Theobalds v. Duffay, <i>id.</i> | 425 | — — — — —, <i>Devise</i> | VI. 36 |
| Thomas v. Britnell, <i>id.</i> | 356 | — v. Peake, <i>Use</i> | I. 375 |
| * — v. Evans, <i>id.</i> | 82 | — — — — —, <i>Recovery</i> | V. 292 |
| — v. Howell, <i>Condition</i> | II. 27 | Thruvton v. Attorney-General, <i>Trust</i> | I. 426 |
| — v. Kemeys, <i>Estate in Fee</i> | I. 56 | — — — — —, <i>Escheat</i> | III. 400. 416 |
| — — — — —, <i>Estate for Years</i> | 240 | * — — — — —, <i>Merger</i> | VI. 481 |
| * — — — — —, <i>Merger</i> | VI. 498 | Thunder v. Belcher, <i>Mortgage</i> | II. 83 |
| — v. Pledwell, <i>Estate by Statute</i> | II. 44 | Thurban v. Pantry, <i>Recovery</i> | V. 355 |
| — v. Popham, <i>Deed</i> | IV. 102 | Thurman's Case, <i>Deed</i> | IV. 274 |
| — v. Porter, <i>Copyhold</i> | I. 321 | Thursby v. Plant, <i>id.</i> | 376 |
| * — v. Thomas, <i>Deed</i> | IV. 210 | Thwaites v. Dye, <i>id.</i> | 205, 206 |
| — — — — —, <i>Devise</i> | VI. 154 | *Thynne v. Thynne, <i>Recovery</i> | V. 340 |
| Thomasin v. Mackworth, <i>Fine</i> | V. 188 | *Tibbit v. Tibbit, <i>Devise</i> | VI. 163 |
| Thompson v. Attfield, <i>Deed</i> | IV. 48 | Tickner v. Tickner, <i>id.</i> | 108 |
| * — v. Grant, <i>Devise</i> | VI. 204 | Tiffin v. Tiffin, <i>Trust</i> | I. 421 |
| — v. Lawley, <i>id.</i> | 193 | Tilbury v. Barbutt, <i>Devise</i> | VI. 239 |
| — v. Leach, <i>Remainder</i> | II. 270 | Timewell v. Perkins, <i>id.</i> | 182. 208 |
| — — — — —, <i>Deed</i> | IV. 9. 17. 84. 405 | Timmins v. Rowlinson, <i>Estate at Will</i> | I. 251 |
| Thomson v. Trafford, <i>id.</i> | 63 | Tinney v. Tinney, <i>Jointure</i> | 191. 192 |
| *Thorn v. Newman, <i>Jointure</i> | I. 238 | — — — — —, <i>Deed</i> | IV. 254 |

| | Vol. Page | | Vol. Page |
|---|-------------------|---|-------------------|
| Tippin's (Sir T.) Case, <i>Deed</i> | IV. 307 | Tracy v. Lethieulier, <i>Remainder</i> | |
| Tippin v. Coson, <i>Use</i> | I. 372 | | II. 217, 220, 221 |
| Tipping v. Piggot, <i>Remainder</i> | | Trafford v. Ashton, <i>Deed</i> | IV. 137 |
| | II. 288, 291, 310 | *—————, <i>Devise</i> | VI. 169 |
| Tisdale v. Essex, <i>Deed</i> | IV. 55 | Travel's (Lady) Case, <i>Deed</i> | IV. 141 |
| Titley v. Davis, <i>Mortgage</i> | II. 112 | Travel v. Danvers, <i>Trust</i> | I. 460 |
| *Tollet v. Tollet, <i>Jointure</i> | I. 205 | Tregame v. Fletcher, <i>Deed</i> | IV. 121 |
| —————, <i>Deed</i> | IV. 225 | Tregare v. Gennys, <i>Fine</i> | V. 142 |
| *Tolson v. Kaye, <i>Prescription</i> | | Trelawney v. (Ep.) Winton <i>Offices</i> | |
| | III. 432 | | III. 96 |
| Tomkins v. Tomkins, <i>id.</i> | 165, 355 | Trenchard v. Hoskins, <i>Deed</i> | IV. 377 |
| Tomlinson v. Dighton, <i>Deed</i> | IV. 195. | *Trent v. Hanning, <i>Devise</i> | VI. 228 |
| | 210 | —— v. Trent, <i>id.</i> | 158 |
| —————, <i>Devise</i> | | Treport's Case, <i>Deed</i> | IV. 67 |
| | VI. 209, 256 | *—————, <i>Merger</i> | VI. 475, 477. |
| Tong v. Robinson, <i>Reversion</i> | II. 356 | | 487 |
| —————, <i>Advowson</i> | III. 9, | Trevor's Case, <i>Offices</i> | III. 109 |
| | 10 | Trevor v. Trevor, <i>Deed</i> | IV. 313 |
| Tooker v. Squier, <i>Deed</i> | IV. 54 | —————, <i>Fine</i> | V. 256 |
| Toovey v. Bassett, <i>Devise</i> | VI. 228 | Trewen v. Relfe, <i>Joint Tenancy</i> | II. 389 |
| Torret v. Frampton, <i>id.</i> | 336 | Tribourg v. Lord Pomfret, <i>Mortgage</i> | |
| Tottersall's Case, <i>Franchise</i> | III. 268 | | 112 |
| *Toulmin v. Steere, <i>Mortgage</i> | II. 170 | Trimmer v. Jackson, <i>Devise</i> | VI. 62 |
| *Tourle v. Rand, <i>Estate for Life</i> | | Trinity College v. Brown, <i>Copyhold</i> | |
| | I. 107, 108 | | I. 305 |
| —————, <i>Mortgage</i> | II. 164 | Tristram v. Baltinglass, <i>Deed</i> | IV. 159 |
| Towers v. Davys, <i>Jointure</i> | I. 206 | *Tritton v. Foote, <i>id.</i> | 400, 401 |
| *Townley v. Bedwell, <i>Dower</i> | 167 | *Trollope v. Linton, <i>id.</i> | 16 |
| —— v. Gibson, <i>Private Act</i> | V. 13 | Trott v. Dawson, <i>Trust</i> | I. 457 |
| *Townsend v. Champernown, <i>Trust</i> | | —— v. Vernon, <i>Devise</i> | VI. 355 |
| | I. 445, 446 | *Trotter v. Oswald, <i>id.</i> | 406 |
| *———— v. Devaynes, <i>Tenancy in</i> | | *—— v. Williams <i>id.</i> | 340 |
| Common | II. 410 | Troughton v. Troughton, <i>Mortgage</i> | |
| —— v. Lawton, <i>Remainder</i> | 293 | | II. 107 |
| —— v. Wilson, <i>Deed</i> | IV. 193 | Troward v. Calland, <i>Advowson</i> | III. 8 |
| —— (Lord) v. Windham, <i>Ash,</i> | | Trowel v. Castle, <i>Deed</i> | IV. 407 |
| <i>Fine</i> | V. 122, 133 | *Tucker v. Sanger, <i>id.</i> | 204 |
| Townson v. Tickell, <i>Deed</i> | IV. 405 | —— v. Thurstan <i>Mortgage</i> | II. 95 |
| —— ———, <i>Devise</i> | VI. 134 | —————, <i>Deed</i> | IV. 461 |
| Tracy v. Hereford, <i>Estate for Life</i> | | Tuckfield v. Buller, <i>Tenancy in Com-</i> | |
| | I. 106 | mon | II. 413 |

| | Vol. | Page |
|--|------|-------------------|
| Tuffnell v. Page, <i>Devise</i> | VI. | 40. 69. |
| | | 212 |
| Turke v. Trencham, <i>id.</i> | | 242 |
| Turkerman v. Jeoffrys, <i>id.</i> | 330. | 340 |
| Turner's Case, <i>Reversion</i> | II. | 343 |
| Turner v. Buck, <i>Estate for Life</i> | | I. 121 |
| —— v. Crane (I. Vern. 170 n.) | | |
| <i>Mortgage</i> | II. | 149 |
| —— v. Hodges, <i>Copyhold</i> | I. | 284 |
| ——, <i>Escheat</i> | III. | 417 |
| —— v. Husler, <i>Devise</i> | VI. | 188 |
| —— v. Richmond, <i>Mortgage</i> | | II. 188 |
| —— v. Turner, <i>Recovery</i> | V. | 340 |
| —— v. Vaughan, <i>Deed</i> | IV. | 418 |
| Turney v. Sturges, <i>Dower</i> | I. | 170 |
| Turnman v. Cooper, <i>Deed</i> | IV. | 275 |
| Turther's Case, <i>id.</i> | | 76 |
| Turton v. Benson, <i>id.</i> | | 416 |
| Tweddell v. Tweddell, <i>Mortgage</i> | | II. 142 |
| Tweedale v. Coventry, <i>id.</i> | | 127 |
| ——, <i>Reversion</i> | | 358 |
| Twisden v. Lock, <i>Deed</i> | IV. | 302 |
| * Twynam v. Pickard, <i>Estate on Con-</i> | | |
| <i>dition</i> | II. | 35 |
| * Twyne's Case, <i>Reversion</i> | | 351 |
| ——, <i>Deed</i> | IV. | 424. 431. |
| | | 433, 434 |
| * Tylden v. Hyde, <i>Devise</i> | VI. | 362 |
| * Tyler v. Lake, <i>Extinguishment</i> | | 497 |
| Tynt v. Raymond, <i>Mortgage</i> | II. | 131 |
| Tyrconnel v. Ancaster, (D. of) <i>Deed</i> | | IV. 151. 154. 156 |
| Tyrrel's Case, <i>Trust</i> | I. | 381 |
| ——, <i>Deed</i> | IV. | 112 |
| Tyrriugham's Case, <i>Tithes</i> | III. | 72 |
| Tyte v. Willis, <i>Devise</i> | VI. | 238 |

U.

| | | |
|---------------------------------------|------|--------|
| Udall v. Udall, <i>Remainder</i> | II. | 313, |
| | | 314 |
| Underhill v. Kelsey, <i>Copyhold</i> | I. | 313 |
| Upton v. Bassett, <i>Deed</i> | IV. | 433 |
| —— v. Dawkin, <i>Franchise</i> | III. | 263 |
| Urmston v. Pate, <i>Deed</i> | IV. | 390 |
| * Uthwatt v. Bryant, <i>Devise</i> | VI. | 216. |
| | | 271 |
| * Utterson v. Utterson, <i>id.</i> | | 122 |
| Uvedale v. Ettrick, (2 Cha. Ca. 130.) | | |
| <i>Trust</i> | I. | 460 |
| —— v. Halfpenny, <i>Deed</i> | IV. | 248 |
| ——, <i>Devise</i> | VI. | 142 |
| —— v. Uvedale, <i>Estate for Life</i> | | I. 123 |
| ——, <i>Remainder</i> | II. | 216 |

V.

| | | |
|---|------|----------|
| * Vale and ors. Vouchees, <i>Fine</i> | V. | 131 |
| Vale v. Priour, <i>Offices</i> | III. | 99 |
| Valentine v. Penny, <i>Common</i> | | 71 |
| Vane v. Lord Bernard, <i>Estate for</i> | | |
| <i>Life</i> | I. | 129 |
| * — v. Lord Dungannon, <i>Deed</i> | | IV. 241 |
| —— v. Fletcher, <i>Alienation by</i> | | |
| <i>Custom</i> | V. | 474 |
| Vaughan v. Atkins, <i>Copyhold</i> | I. | 285. |
| | | 288 |
| ——, <i>Alienation by</i> | | |
| <i>Custom</i> | V. | 458 |
| —— v. Holdes, <i>Deed</i> | IV. | 47 |
| Vaux v. Jefferen, <i>Offices</i> | III. | 114 |
| Vavisor's Case, <i>Deed</i> | IV. | 126 |
| Vawser v. Jeffrey, <i>Devise</i> | VI. | 94. |
| | | 103. 109 |

| | Vol. Page | | Vol. Page |
|-------------------------------------|-------------------------|--|---------------------|
| Veizey v. Pinwell, <i>Devise</i> | VI. 425 | * Wadman v. Calcraft, <i>Forfeiture</i> | IV. 73 |
| Ven v. Howell, <i>Copyhold</i> | I. 275. 277 | Wafer v. Mocato, <i>Condition</i> | II. 31 |
| Venables v. Morris, <i>Trust</i> | 382, 383 | Wagstaff v. Wagstaff, <i>Trust</i> | I. 382 |
| —————, <i>Deed</i> | IV. 219. 311, 312 | —————, <i>Deed</i> | IV. 195 |
| Vernon's Case, <i>Jointure</i> | I. 187. 190. 192, 193 | —————, <i>Devise</i> | VI. 67, 68 |
| Vernon v. Bethell, <i>Mortgage</i> | II. 158 | * Wainewright v. Elwell, <i>Copyhold</i> | <i>Heir</i> 43 |
| ———— v. Herbert, <i>Recovery</i> | V. 365 | Wake v. Wake, <i>Dower</i> | I. 185, 186 |
| ———— v. Jones, <i>Devise</i> | VI. 110 | Wakefield v. Hodgeson, <i>Fine</i> | V. 92 |
| * ——— v. Vernon, <i>Jointure</i> | I. 205 | Wakeford's Case, <i>Copyhold</i> | I. 325 |
| —————, <i>Rents</i> | III. 308, 309 | Wakeman v. Duchess of Rutland, | <i>Deed</i> IV. 389 |
| * ————, <i>Devise</i> | VI. 162 | Waker v. Snowe, <i>Use</i> | I. 378 |
| * Verrior v. Mayor of Sandwich, | <i>Offices</i> III. 115 | —————, <i>Deed</i> | IV. 263. 312 |
| Vick v. Edwards, <i>Remainder</i> | II. 330. 333 | * Waldo v. Martin, <i>Offices</i> | III. 111 |
| —————, <i>Devise</i> | VI. 229 | Waldron v. Roscarriot, <i>Fine</i> | V. 135 |
| Villareal v. Galway, <i>Dower</i> | I. 181. 186 | Walker v. Burrows, <i>Deed</i> | IV. 427 |
| Villers v. Hanley, <i>Reversion</i> | II. 338 | ———— v. Denne, <i>Estate in Fee</i> | I. 46 |
| Villiers v. Beaumont, <i>Deed</i> | IV. 435 | —————, <i>Escheat</i> | III. 416 |
| —————, <i>Recovery</i> | V. 410 | ———— v. Hammersley, <i>Advowson</i> | 26 |
| Vineent v. Ennys, <i>Deed</i> | IV. 235 | ———— v. Lamb, <i>Offices</i> | 101 |
| Vintner's Case, <i>Offices</i> | III. 104 | * ——— v. Main, <i>Devise</i> | VI. 340 |
| Vizard v. Longdale, <i>Jointure</i> | I. 192. 194, 195 | * ——— v. Meager, <i>Mortgage</i> | II. 104 |
| * Voux v. Gleas, <i>Fine</i> | V. 179 | ———— v. Okenden, <i>Fine</i> | V. 142 |
| | | ———— v. Perkins, <i>Deed</i> | IV. 417 |
| | | * ——— v. Shore, <i>Devise</i> | VI. 205 |
| | | ———— v. Wakeman, <i>Deed</i> | IV. 161 |
| | | ———— v. Walker, <i>Jointure</i> | I. 192. 194, 195 |
| | | —————, <i>Copyhold</i> | 286 |
| | | Wall v. Bright, <i>Devise</i> | VI. 204 |
| | | ———— v. Thurborne, <i>Deed</i> | IV. 139 |
| | | Waller v. Campian, <i>Estate for Years</i> | I. 226 |
| | | * Walley v. Walley, <i>Mortgage</i> | II. 149 |
| | | Wallis v. Hodgson, <i>Devise</i> | VI. 451 |
| | | ———— v. Pain, <i>Tithes</i> | III. 41 |

W.

| | |
|--|---------|
| Waddy v. Newton, <i>Fine</i> | V. 135 |
| Wade's Case, <i>Mortgage</i> | II. 65 |
| —————, <i>Alienation by Custom</i> | V. 462 |
| * Wade v. Bache, <i>Mortgage</i> | II. 210 |
| * ——— v. Paget, <i>Jointure</i> | I. 205 |
| —————, <i>Trust</i> | 413 |
| * ————, <i>Merger</i> | VI. 496 |
| * Wadman v. Calcraft, <i>Condition</i> | II. 31 |

Names of Cases.

119

| | Vol. Page | | Vol. Page |
|---|--------------|---|------------------|
| * Wallwyn v. Coutts, <i>Deed</i> | IV. 428 | Wareham v. Browne <i>Devise</i> | VI. 361 |
| Walpole (Lord) v. Cholmondeley, | | Waring v. Ward, <i>Mortgage</i> | II. 143 |
| (Lord) <i>Devise</i> | VI. 119 | —— v. Whale, <i>Fine</i> | V. 106 |
| —— v. Conway (Lord), <i>Deed</i> | | Warneford v. Warneford <i>Devise</i> | |
| | IV. 146. 148 | | VI. 48 |
| * Walrond v. Hill, <i>Condition</i> | | * Warner, ex parte, <i>Mortgage</i> | |
| | II. 28 | | II. 69 |
| Walsh v. Peterson, <i>Devise</i> | VI. 145 | * ——— v. Hone, <i>Devise</i> | VI. 337 |
| * ——— v. Wallinger, <i>Power</i> | | —— v. White, <i>id.</i> | 131. 327 |
| | IV. 207 | Warren v. Arthur, <i>Deed</i> | IV. 89 |
| Walsingham's Case, <i>Estate Tail</i> | | * ——— (ex dem. Webb v. Greenville, | |
| | I. 79 | <i>Recovery</i> | V. 283. 285. 288 |
| * ———, <i>Dignities</i> | III. 165, | Warrick v. Warrick, <i>Deed</i> | IV. 325 |
| | 166 | Warscombe v. Carrell, <i>Fine</i> | V. 128 |
| Walter v. Bould, <i>Estate Tail</i> | I. 78 | * Warwick v. Collins, <i>Tithes</i> | III. 46 |
| —— v. Drew, <i>Devise</i> | VI. 241. | Wase v. Pretty, <i>Alienation by Cus-</i> | |
| | 391 | <i>tom</i> | V. 492 |
| * ——— v. Hendon, <i>Deed</i> | IV. 35 | * Waterhouse v. Holmes, <i>Mortmain</i> | |
| Walter v. Jackson, <i>id.</i> | 62 | | VI. 16 |
| Walton v. Tryon, <i>Estate for Life</i> | | Waterman v. Soper, <i>Tenancy in Com-</i> | |
| | I. 117 | <i>mon</i> | II. 401 |
| —— ———, <i>Tithes</i> | III. 42, | * Watkins v. Birch, <i>Deed</i> | IV. 424 |
| | 43 | * ——— v. Lewis, <i>Recovery</i> | |
| Wankford v. Fotherly, <i>Deed</i> | | | V. 411 |
| | IV. 37 | Watson's (Miss) Case, <i>Separate Use</i> | |
| * Ward v. Bevil, <i>Devise</i> | VI. 245 | | VII. 15 |
| —— v. Bradley, <i>Deed</i> | IV. 326 | Watson v. Cox, <i>Recovery</i> | V. 356 |
| * ——— v. Cecil, <i>Private Act</i> | V. 18 | —— v. Foxon, <i>Devise</i> | VI. 350 |
| —— v. Everet, <i>Deed</i> | IV. 288 | —— Demand. <i>Recovery</i> | V. 357 |
| * ——— v. Hartpole, <i>id.</i> | 207 | Watts v. Ball, <i>Trust</i> | I. 406, 407 |
| —— v. Lambert, <i>id.</i> | 101 | —— v. Birkett, <i>Fine</i> | V. 73 |
| —— v. Moore, <i>Devise</i> | VI. 109 | —— v. Fullarton, <i>Devise</i> | VI. 107 |
| * ——— v. Swift, <i>Power</i> | IV. 192 | —— v. Ognell, <i>Joint Tenancy</i> | |
| * ———, <i>Devise</i> | VI. 62 | | II. 368 |
| —— v. Walthew, <i>Recovery</i> | | * Weakley v. Rugg, <i>Devise</i> | VI. 406 |
| | V. 411 | Weale v. Lower, <i>Estate Tail</i> | I. 84 |
| Warde v. Warde, <i>Copyhold</i> | I. 289 | —— ———, <i>Remainder</i> | II. 247. |
| —— ———, <i>Jointure</i> | 194 | | 331. 333 |
| —— ———, <i>Devise</i> | VI. 37 | —— ———, <i>Fine</i> | V. 213 |
| * Wardell v. Smith, <i>Deed</i> | IV. 442 | Wealthy v. Bosville, <i>Devise</i> | VI. 379 |
| * Ware v. Polhill, <i>Power</i> | 181 | | |

| | Vol. Page | | Vol. Page |
|--|--------------------|---|--------------------|
| * Weaver v. Maule, <i>Copyhold</i> | I. 390. | Welkins v. Whiting, <i>Devise</i> | VI. 280 |
| | 412 | | |
| * ————, <i>Prescription</i> , | III. 417 | * Wellard v. Moss, <i>Offices</i> | III. 117 |
| | | Wellington v. Wellington, <i>Estate in</i> | <i>Fee</i> I. 64 |
| * Webb's Case, <i>id.</i> | 454 | —————, <i>Devise</i> | VI. 389 |
| Webb v. Claverden, <i>Devise</i> | VI. 128 | | |
| — v. Hearing, <i>Remainder</i> | II. 226 | Wellock v. Hamond, <i>id.</i> | 222. 354 |
| —————, <i>Devise</i> | VI. 224. | Wentworth's Case, <i>Recovery</i> | V. 351. |
| | 237, 238 | | 443 |
| — v. Jones, <i>Mortgage</i> | II. 136 | Wentworth v. Wentworth, <i>Dower</i> | I. 170 |
| — v. Lord Lymington, <i>Estate for</i> | <i>Life</i> I. 107 | Wermedale's Case, <i>Fine</i> | V. 149 |
| * — v. Rorke, <i>Mortgage</i> | II. 149 | * West v. Berney, <i>Deed</i> | IV. 186. |
| * — v. Russel, <i>Deed</i> | IV. 376 | | 237 |
| * ————, <i>Merger</i> | VI. 470. | * ————, <i>Fine</i> | V. 185 |
| | 492 | * ————, <i>Recovery</i> | 389 |
| — v. Temple, <i>Devise</i> | 107 | — v. Errissy, <i>Deed</i> | IV. 320. 323, |
| — v. Webb, <i>Deed</i> | IV. 327 | | 324, 325 |
| — v. Worfield, <i>id.</i> | 129 | Westbeech v. Kennedy, <i>Devise</i> | VI. 50. |
| Webster's Case, <i>Devise</i> | VI. 329 | | 57 |
| * Weddell v. Mundy, <i>id.</i> | 147 | Westby v. Kiernan, <i>Private Act</i> | V. 10, 11. 19 |
| Weekes v. Peach, <i>Rents</i> | III. 293 | | |
| —————, <i>Recovery</i> | V. 374 | * Westfaling v. Westfaling, <i>Estate for</i> | <i>Life</i> I. 113 |
| Weeks v. Staker, <i>Common</i> | III. 79 | —————, <i>Adwoson</i> | III. 10 |
| Wegg v. Villers, (2 Roll. Ab. 796. | | | |
| pl. 11.) <i>Remainder</i> | II. 258. 275 | * Westmeath v. Westmeath, <i>Deed</i> | IV. 438 |
| * Welbank v. Hayward, <i>Estate for</i> | <i>Life</i> I. 116 | | |
| Welby v. Welby, <i>Fine</i> | V. 252 | Weyland's Case, <i>Fine</i> | V. 151 |
| —————, <i>Devise</i> | VI. 199 | Whaley v. Bagenal, <i>Deed</i> | IV. 40. |
| Welcden v. Elkington, <i>id.</i> | 393 | | 43 |
| Weld v. Hornby, <i>Franchise</i> | III. 263 | — v. Tancred, <i>Fine</i> | V. 202 |
| | | — v. Tankard, <i>Deed</i> | IV. 111 |
| Welden v. Bridgwater, <i>Estate in Fee</i> | I. 49 | Whalley v. Reede, <i>Devise</i> | VI. 142 |
| — v. Ebor, Duc., <i>Fine</i> | V. 256 | — v. Thompson, <i>Ways</i> | III. 90 |
| Welford v. Beazeley, <i>Mortgage</i> | II. 170 | Wharton v. Gresham, <i>Devise</i> | VI. 239 |
| —————, <i>Deed</i> | IV. 34, | — v. King, <i>Copyhold</i> | I. 274. |
| | 35 | | 303 |

Names of Cases.

121

| Vol. Page | Vol. Page |
|--|--|
| Wharton v. Wharton, <i>Estate Tail</i> | *White v. Trustees of the British Museum, <i>Devise</i> VI. 51 |
| I. 84 | —— v. Barber, <i>id.</i> 142 |
| Whateley v. Kemp, <i>Deed</i> IV. 317 | —— v. Carter, <i>id.</i> 311 |
| Wheate v. Hall, <i>Devise</i> VI. 364 | —— v. Collins, <i>id.</i> 296. 324 |
| Wheatley v. Best, <i>Dower</i> I. 170 | —— v. Ewer, <i>Mortgage</i> II. 114 |
| * Wheeler v. Duke, <i>Deed</i> IV. 279. | * — v. St. Barbe, <i>Deed</i> IV. 204 |
| 288 | —— v. Sawyer, <i>Common</i> III. 72 |
| —— v. Heseltine, <i>Recovery</i> | —— v. Stringer, <i>Deed</i> IV. 442 |
| V. 356 | —— v. Thornborough, <i>Alienation by Custom</i> V. 480 |
| —— v. Newton, <i>Deed</i> IV. 34 | * — v. Warner, <i>Condition</i> II. 31 |
| * ———, <i>Fine</i> V. 179 | —— v. West, <i>Recovery</i> V. 393 |
| —— v. Thoroughgood, <i>Estate for Years</i> I. 226 | * — v. White, <i>Mortgage</i> II. 149 |
| * — v. Trotter, <i>Offices</i> | Whitechurch v. Holworthy, <i>Copyhold</i> |
| III. 106 | I. 282 |
| —— v. Walroone, <i>Devise</i> | Whitfield v. Bewit, <i>Estate for Life</i> |
| VI. 195 | 117, 118. 123 |
| Whelpdale v. Cookson, <i>Trust</i> | ——, <i>Estate for Years</i> |
| I. 457 | 232 |
| Whetstone v. Bury, <i>id.</i> 382 | ——, <i>Remainder</i> II. |
| —— v. Wentworth, <i>Deed</i> | 313. 318 |
| IV. 126 | —— v. Paylor, <i>Jointure</i> I. 204 |
| Whetwell v. Masters, <i>Recovery</i> | ——, <i>Deed</i> IV. 411 |
| V. 355 | —— v. Pinder, <i>Rents</i> III. 308 |
| Whichcot v. Fox, <i>Deed</i> IV. 354 | Whiting v. White, <i>Mortgage</i> II. 118 |
| ——, <i>Condition</i> II. 8 | Whitlock's Case, <i>Rents</i> III. 281 |
| Whichcote v. Lawrence, <i>Trust</i> | ——, <i>Deed</i> IV. 64. 170 |
| I. 458 | Whitlock v. Huntwell, <i>Joint Tenancy</i> |
| Whistler's Case, <i>King's Grant</i> | II. 376 |
| V. 54 | Wicherley v. Wicherley, <i>Jointure</i> |
| Whistler v. Webster, <i>Devise</i> VI. 19 | I. 204 |
| Whitacre, ex parte, <i>id.</i> 204 | Wickham v. Wickham, <i>Estate for Life</i> 117. 127 |
| Whitaker v. Ambler, <i>id.</i> 187 | Widdowson v. Earl of Harrington, |
| Whitchurch v. Whitchurch, <i>Trust</i> | <i>Prescription</i> III. 434 |
| I. 421. 423 | Widlake v. Harding, <i>Devise</i> VI. 208 |
| ——, <i>Devise</i> | Wight v. Lee, <i>id.</i> 253 |
| VI. 70 | Wigley v. Blackwall, <i>Condition</i> |
| * ———, <i>Merger</i> | II. 27 |
| 469. 478 | * Wigsell v. Smith, <i>Deed</i> IV. 156 |
| Whitcombe v. Whitcombe, <i>Descent</i> | |
| III. 345 | |

| | Vol. Page | | Vol. Page |
|--|-------------|--|----------------------------|
| Wigsell v. Wigsell, <i>Trust</i> | I. 420 | Williams v. Springfield, <i>Mortgage</i> | II. 110 |
| * Wilce v. Wilce, <i>Devise</i> | VI. 212. | ——— v. Thomas, <i>Fine</i> | V. 216 |
| | 221 | ——— —, <i>Devise</i> | VI. 181 |
| Wild's Case, <i>Common</i> | III. 73 | ——— v. Williams, <i>Estate Tail after Possibility, &c.</i> | I. 136 |
| ———, <i>Devise</i> | VI. 239 | ——— v. Wray, <i>Mortgage</i> | II. 97 |
| Wilde v. Clarkson, <i>Deed</i> | IV. 94 | * Willie v. Lugg, (2 Ed. 78.) <i>id.</i> | 112 |
| Wilkes v. Boddington, <i>Trust</i> | I. 428 | Willis v. Shorral, <i>Fine</i> | V. 187 |
| * ——— v. Holmes, <i>Deed</i> | IV. 228 | ———, <i>Devise</i> | VI. 364 |
| * Wilkins v. Fry, <i>id.</i> | 392 | * ——— v. Stone, <i>Tithes</i> | III. 43 |
| Wilkinson v. Adam, <i>Devise</i> | VI. 64. | Willoughby de Broke Barony, <i>Case of Dignities</i> | 155. 196 |
| | 166 | Willoughby of Parham, <i>Barony of, id.</i> | 184 |
| * ——— v. Chapman, <i>id.</i> | 216 | Willoughby v. Willoughby, <i>Trust</i> | I. 418. 425. 427. 440 |
| ——— v. Colley, <i>Estate at Will</i> | - I. 250 | ———, <i>Mortgage</i> | II. 94. 175 |
| ——— v. Merryland, <i>Devise</i> | VI. 200 | Willow's Case, <i>Copyhold</i> | I. 301. 312 |
| * ——— v. Parry, <i>Trust</i> | I. 460 | Willows v. Lydcot, <i>Devise</i> | VI. 195 |
| ——— v. South, <i>Devise</i> | VI. 405 | Wills v. Palmer, <i>Use</i> | I. 372 |
| ——— v. Spearman, <i>Joint Tenancy</i> | II. 365 | ———, <i>Devise</i> | VI. 168 |
| Wilks v. Back, <i>Deed</i> | IV. 28 | ——— v. Stradling, <i>Deed</i> | IV. 39 |
| * Willan v. Lancaster, <i>Copyhold</i> | I. 258 | Wilson v. Allen, <i>Copyhold</i> | I. 325. 328 |
| * ———, <i>Devise</i> | VI. 356 | ——— v. Bayly, <i>Remainder</i> | II. 332 |
| Willett v. Winnell, <i>Mortgage</i> | II. 70 | * ———, <i>Devise</i> | VI. 340 |
| Williams v. D. of Bolton, <i>Estate for Life</i> | I. 124 | ——— v. Carter, <i>Deed</i> | IV. 63 |
| ——— v. Bosanquet, <i>Mortgage</i> | II. 86 | * ——— v. Dent, <i>Devise</i> | VI. 69 |
| * ——— v. Carter, <i>Devise</i> | VI. 364 | * ——— v. Hoare, <i>Copyhold</i> | I. 302 |
| ——— v. Chitty, <i>Jointure</i> | I. 191. 200 | ——— v. Kirkshaw, <i>Advowson</i> | III. 17 |
| ———, <i>Devise</i> | VI. 355 | * ——— v. Knubly, (7 East. 128.) | <i>Estate in Fee</i> I. 57 |
| ——— v. Coade, <i>id.</i> | 133 | * ———, <i>Bond</i> | IV. 93 |
| * ——— v. Jekyl, <i>Estate for Life</i> | I. 113 | * ———, <i>Devise</i> | VI. 8 |
| * ———, <i>Devise</i> | VI. 290 | * ——— v. Major, <i>id.</i> | 161 |
| ——— v. Lonsdale, <i>Escheat</i> | III. 419 | * ——— v. Metcalf, <i>Mortgage</i> | II. 153 |
| ——— v. Owens, <i>Devise</i> | VI. 105 | ——— v. Mounts, <i>Devise</i> | VI. 205 |
| ——— v. Sorrell, <i>Mortgage</i> | II. 89 | * ——— v. Piggott, <i>Deed</i> | IV. 210 |
| ———, <i>Deed</i> | IV. 452 | | |

Names of Cases.

123

| | Vol. Page | | Vol. Page |
|--|-------------------|--|--------------|
| Wilson v. Redman, <i>Tithes</i> | III. 54 | *Withers v. Pinchard, <i>Fine</i> | V. 179 |
| * — v. Vansittart, <i>Devise</i> | | — v. Withers, <i>Trust</i> | I. 398 |
| | VI. 283 | Withes v. Casson, <i>Deed</i> | IV. 264 |
| — v. Willes, (7 East. 121.) <i>Copyhold</i> | I. 265 | Witton, Demand. <i>Recovery</i> | V. 357 |
| —, <i>Common</i> | III. 71 | *Wolf v. Hill, <i>Estate for Life</i> | |
| Winchester's (Marquis of,) Case, <i>Recovery</i> | V. 275. 369. 425 | | I. 128 |
| * Winchester (Marquisate of,) <i>Dignities</i> | III. 224 | *Wollen v. Tanner, <i>Deed</i> | IV. 210 |
| Wind v. Jekyl, <i>Devise</i> | VI. 425 | Wood's Case, <i>Remainder</i> | II. 332 |
| Windham v. Windham, <i>Deed</i> | | Wood v. Baron, <i>Devise</i> | VI. 240 |
| | IV. 269 | — v. Gaynon, <i>Estate for Life</i> | |
| Windsore v. Hobart, <i>id.</i> | 272 | | I. 119 |
| Windsor, Dean of, v. Gover, <i>Rents</i> | | — v. Reignold, <i>Remainder</i> | |
| | III. 276 | | II. 279 |
| Winne v. Littleton, <i>Mortgage</i> | | — v. Saunders, <i>Devise</i> | VI. 399 |
| | II. 155 | — v. Shurley, <i>Jointure</i> | I. 189 |
| —, <i>Devise</i> | VI. 201 | — v. Southampton (D. of) <i>Condition</i> | II. 24 |
| Winnington's Case, <i>Use</i> | I. 375 | Woodden v. Osbourn, <i>Devise</i> | |
| Winnington v. Foley, <i>Remainder</i> | | | VI. 174 |
| | II. 292. 294. 297 | *Woodgate v. Unwin, <i>id.</i> | 338 |
| Winsor v. Pratt, <i>Devise</i> | VI. 86 | Woodhouse v. Brayfield, <i>Fine</i> | |
| Winter's Case, <i>Rents</i> | III. 276, | | V. 253 |
| | 277 | — v. Hoskins, <i>Remainder</i> | |
| Winter v. Loveden, <i>Deed</i> | IV. 161. | | II. 294 |
| | 171 | * — v. Jenkins, <i>Deed—Covenant</i> | IV. 370 |
| Winton (Ep.) v. Knight, <i>Copyhold</i> | | * — v. Meredith, <i>Devise</i> | |
| | I. 283 | | VI. 202 |
| — v. Paine, <i>Mortgage</i> | II. 194 | Woodie's Case, <i>Deed</i> | IV. 428 |
| Wirty v. Pemberton, <i>Copyhold</i> | | Woodley v. Ep. Exeter, <i>Advowson</i> | |
| | I. 306 | | III. 8 |
| Wiscot's Case, <i>Joint Tenancy</i> | | Woodliff v. Drury, <i>Use</i> | I. 371 |
| | II. 378 | —, <i>Remainder</i> | |
| * —, <i>Merger</i> | VI. 468, 469. | | II. 263 |
| | 481. 484 | Woodman v. Blake, <i>Condition</i> | 30 |
| Wiseman's Case, <i>Deed</i> | IV. 110 | *Woodmeston v. Walker, (<i>Separate Use</i>) Appdx. VII. | 15 |
| —, <i>Recovery</i> | V. 414. | Woodward v. Foxe, <i>Offices</i> | III. 110. |
| | 422 | | 115 |
| Wiseman v. Crow, <i>id.</i> | 352 | — v. Glasbrook, <i>Devise</i> | |
| Witham v. Lewis, <i>id.</i> | 333 | | VI. 148. 260 |

| | Vol. Page | | Vol. Page |
|---|--------------------|--|-------------------------|
| *Woolley v. Platt, <i>Tithes</i> | III. 47, 48 | *Wright v. Rose, <i>Mortgage</i> | II. 79 |
| Wooton v. Edwin, <i>Rents</i> | 279 | * — v. Russell, <i>Devise</i> | VI. 213 |
| *Worcester's (Dean and Chapter of) | | —— v. Wakeford, <i>Deed</i> | IV. 192 |
| Case, <i>Lease</i> | IV. 66 | —— v. Wickham, <i>Fine</i> | V. 73. |
| Worledge v. Kingwell, <i>Common</i> | | | 237. 240 |
| | III. 72. 84 | —— v. Wright, <i>Devise</i> | VI. 51. |
| *Worrall, <i>in re</i> , <i>Offices</i> | 110 | | 425 |
| —— v. Miller, <i>Tithes</i> | 44 | —— v. Wyvell, <i>id.</i> | 158 |
| Worsley ex parte, <i>Recovery</i> | V. 316 | Wrightson v. Hudson, <i>Deed</i> | |
| * — v. Scarborough, <i>Mortgage</i> | | | IV. 450 |
| | II. 195 | Wrotesley v. Adams, <i>id.</i> | 269 |
| —— v. Stuart, <i>Estate for Life</i> | | Wyatt v. Barwell, <i>id.</i> | 460 |
| | I. 118. 122 | Wykes v. Tyllerd, <i>id.</i> | 102 |
| Wortley v. Birkhead, <i>Trust</i> | 427 | *Wykham v. Wykham, <i>Rents</i> | |
| ——, <i>Mortgage</i> | | | III. 310 |
| | II. 172. 188 | ——, <i>Recovery</i> | |
| Wotton v. Hele, <i>Fine</i> | V. 174 | | V. 389 |
| —— v. Shirt, <i>Rents</i> | III. 302 | Wyllion v. Barkley, <i>Estate Tail</i> | |
| Wray v. Williams, <i>Trust</i> | I. 441 | | I. 74 |
| ——, <i>Mortgage</i> | II. 97. | * —, <i>Private Act</i> | |
| | 99 | | V. 3 |
| Wright v. Atkins, <i>Devise</i> | VI. 162. | ——, <i>Fine</i> | 131 |
| | 173, 174 | Wymbishe v. Taylboys, <i>Recovery</i> | |
| —— v. Booth, <i>Fine</i> | V. 252 | | 409 |
| —— v. Cadogan, (Lord) <i>Deed</i> | | Wyndham v. Chetwynd, <i>Devise</i> | |
| | IV. 145 | | VI. 61 |
| —— v. Cartwright, <i>id.</i> | 59 | * — v. Egremont, (Earl) <i>Trust</i> | |
| —— v. Hall, <i>Devise</i> | VI. 133 | | I. 420 |
| —— v. Hammond, <i>id.</i> | 382 | * —, <i>Merger</i> | |
| —— v. Holford, <i>id.</i> | 346. 348, 349. | | VI. 498 |
| | 352 | Wynn v. Wynn, <i>Devise</i> | 129 |
| —— v. Kemp, <i>Alienation by Custom</i> | V. 467 | Wynne v. Cookes, <i>Copyhold</i> | I. 328 |
| —— v. Littler, <i>Devise</i> | VI. 105 | * — v. Griffith, <i>Deed</i> | IV. 218 |
| —— v. Pearson, <i>Trust</i> | I. 387 | —— v. Hawkins, <i>Devise</i> | VI. 161 |
| ——, <i>Devise</i> | VI. 281. | —— v. Lloyd, <i>Recovery</i> | V. 318. |
| | 286. 289. 296. 301 | | 323 |
| —— v. Pilling, <i>Mortgage</i> | II. 173 | —— v. Williams, <i>Trust</i> | I. 439 |
| * — v. Powle, <i>Estate for Life</i> | | —— v. Wynne, <i>Recovery</i> | V. 313. |
| | I. 116 | | 322, 323. 328. 358. 437 |
| | | * — v. Wyvell, <i>Devise</i> | VI. 158 |
| | | Wyvel's Case, <i>Advowson</i> | III. 9 |

| <i>Names of Cases.</i> | | 125 |
|--|-------------|-----------|
| | Vol. Page | Vol. Page |
| Y. | | |
| Young v. Stoell, <i>Offices</i> | III. 101. | 104 |
| *Younger v. Welham, <i>id.</i> | | 107 |
| | | |
| | | Z. |
| Yard v. Ford, <i>Franchise</i> | III. 264 | |
| Yate v. Windham, <i>Joint Tenancy</i> | II. 386 | |
| Yates v. Hambly, (2 Atk. 360.) <i>Mortgage</i> | 120 | |
| Yelverton v. Yelverton, <i>Deed</i> | IV. 108 | |
| *York (D. of) v. Marsham, <i>Copyhold</i> | I. 320 | |
| —— v. Stone, <i>Joint Tenancy</i> | II. 380 | |
| Young v. Jenkins, <i>Use</i> | I. 356 | |
| | | |
| Zouch, Barony (Case of,) <i>Dignities</i> | III. 194 | |
| —— v. Bamfield, <i>Fine</i> | V. 158, 159 | |
| —— v. Forse, <i>Copyhold</i> | I. 275 | |
| —— v. Parsons, <i>Deed</i> | IV. 14 | |
| —— v. Thompson, <i>Fine</i> | V. 239. | |
| | | 241 |
| —— v. Woolston, <i>Deed</i> | IV. 201. | |
| | | 233 |

AN
INDEX
OF THE
PRINCIPAL MATTERS.

N. B. The Numerals refer to the Volumes ; the Figures to the page.

ABATEMENT OF FREEHOLD. See *Disseisin*.

what is, I. 51

previously to stat. 3 & 4 Will. 4. c. 27. must have been avoided
by entry or continual claim, ib. III. 312

but entry of a younger brother upon the death of the ancestor was
not an abatement, I. 51

where a coparcener enters specially claiming the whole land, she
gains her sister's moiety by, II. 392. Qu. ib. 403

ABATEMENT OF WRITS,

a writ of partition between joint tenants does not abate by the
death of one of them, II. 385. 388

no original writ abates by the death of a king or queen, V. 73

ABATOR,

may make a valid assignment of dower, I. 169

distinguished from a tenant at sufferance, 249

cannot grant a copyhold, 271

ABBOTS,

who held per baroniam were obliged to attend the Curia Regis,
III. 126

ABEYANCE,

of the freehold defined, I. 52. not favoured in law, 55

when it does not take place, 53

instance of in glebe, ib.

of the fee-simple defined, 55

of a dignity, III. 189. See *Dignities*.

of a remainder, II. 327—330

ACCEPTANCE OF RENT,

after disclaimer, barred the lord of his writ of right, I. 64
 may be a dispensation of forfeiture of a copyhold, 318, 319
 when it bars an escheat, III. 400.
 confirms a voidable lease, IV. 70. but not of a void lease, 70—72
 bars the lessor of a right to enter on the breach of a condition in a
 lease, 72
 unless he was ignorant of the breach, *ib.*

ACCIDENTAL FIRE,

how far a tenant for life is answerable for damages by, I. 132, 133
 Q. whether a tenant by the curtesy is answerable, 150
 Q. whether a dowress is answerable, 166
 how far a tenant for years is answerable, 233
 usual covenant to exempt him from rebuilding, 133

ACCOUNT, ACTION OF.

lies against a tenant by statute, *elegit*, &c. II. 55
 lies between joint tenants, 377. and tenants in common, 400

ACCUMULATION, TRUSTS OF. *See Perpetuities.*

doctrine of accumulations previous to the statute 39 & 40 Geo. 3.
 c. 98. VI. 429—459
 doctrine of accumulations since the stat. 459
 equity will support a trust of accumulation *pro tanto*, 460

ACT OF PARLIAMENT. *See Statutes.*

perpetuities by act of parliament, IV. 350, 351
 private act. *See Private Act, ib.*

ACTION,

right of not defeated by discontinuance or warranty I. 79
 of account. *See Account.*
 for avoiding fines. *See Fines*, V. 242
 of debt. *See Debt.*
 real and possessory, III. 314, 315
 what real actions are abolished, 315, 316 *See stat. 3 & 4 Will. 4.*
 c. 27.
 upon a covenant, IV. 375. 389
 for recovering dower. *See Dower.*
 of ejectment. *See Ejectment.*
 for injuring the inheritance lies in favour of a reversioner, II. 336,
 337
 of trespass. *See Trespass.*
 of trover. *See Trover.*
 for falsifying recoveries. *See Recovery.*
 of waste. *See Waste.*
 a right of action,
 cannot be transferred, I. 225. 342. II. 4
 will not support a contingent freehold remainder, 244
 may stand in jointure, 366

ACTON BURNELL, stat. of, II. 39

ADMINISTRATORS. See *Executors* and *Administrators*.

ADMISSION of a Clerk to a Benefice, III. 12

ADMITTANCE OF COPYHOLDERS. See *Copyhold*.

AD QUOD DAMNUM,

writ of, (before stat. 7 & 8 W. 3. c. 37.) was sued out previous to granting the king's licence in mortmain, I. 54. IV. 21

ADULTERY,

is a bar of dower, I. 175

but not of curtesy, 150

nor of jointure, 209

ADVANCEMENT,

no trust results to a father on a purchase of land in the name of his child, for it is an advancement, I. 398—400. *Aliter*, when in his own name and that of his son, 400

ADVERBS of TIME,

effect of, in the limitation of remainders, II. 225

ADVERSE POSSESSION,

necessary to the operation of the statute of limitations, and what it is, III. 436. 438, and to the operation of a fine, V. 226, 227

ADVICE,

words of, do not create a devise, VI. 158, when they raise a trust, 161. And see *Implication*.

ADVOWSON,

is an incorporeal hereditament, I. 46. III. 2

origin of the terms *advowson* and *patron*, ib.

is a right of presentation to a church or ecclesiastical benefice, 2.

distinguished from a right of nomination, 3. 11

thus cestui que trust of advowson has the right to nominate, but the trustee to present,

and mortgagor has right to nominate, but mortgagee to present, 3. 11. 19

of a moiety of a church, 2

semb. lies in tenure, 5

stat. 3 & 4 Will. 4. c. 27. extends to, III. 454

Appendant,

or annexed to the manor in which the church was first erected, 3 may become in gross, by what means, 4

may cease for a time to be appendant, and may become so again, ib.

for one turn, and in gross for another, 5

In gross,

by being separated from the manor to which it was appendant, 4 by what conveyances, ib.

may be conveyed to uses, I. 341

cannot be extended on an elegit, II. 54. III. 9

ADVOWSON—continued.

- entails of, may be barred by fine, V. 164. and recovery, 340
- Presentative, III. 5
- Collative, *ib.*
- Donative, *ib.*
- seisin of, 6
- what estate may be had in, *ib.*
- is subject to curtesy and dower, 6, 7
- alienable, by what conveyance, 7. for ever or for next presentation, *ib.*
- assets, *ib.*
- devisable, VI. 26
- descendible, III. 329
- may be mortgaged, but mortgagees cannot present, II. 87. III. 19
- whether appendant or in gross are assets for payment of debts, 9. 27.
 - and may be sold for that purpose by order of court of equity, 9
- were not within the former statutes of limitation, but within the stat. 3 & 4 Will. 4. c. 27. 454
- previously to stat. 3 & 4 W. 4. c. 106. descended only to the whole blood, 350
- what seisin made a *possessio fratris*, *ib.*
- colleges in the English universities may hold a larger number of, than the moiety of their fellows, 45 G. 3. c. 101. repealing the proviso in 9 G. 2. c. 36. s. 5
- what number the colleges of Winchester, Westminster, and Eton may buy, IV. 22
- may be leased, 60
- will pass by
 - bargain and sale, 100
 - covenant to stand seised, I. 341. IV. 107
 - lease and release, 115
- fine may be levied of, V. 132
 - words in, which will pass advowson, 134
- entail of, cannot be discontinued, 219
- but might be barred by fine, if the advowson were in gross, 164
- a recovery might be suffered of, by writ of right of advowson, but writ of entry in the post did not lie, 340
- Presentation,
 - any number of presentations may be granted, III. 7
 - right of, goes to executors, 14, 15
 - may be devised, VI. 26
 - grant of the next, does not become void on the crown's acquiring a right to present, III. 8
 - one coparcener does not lose her turn to present by usurpation on her elder sister, 18
 - distinguished from nomination, 3

ADVOWSON—continued.

- to a church, is equivalent to corporeal seisin of land, III. 6
- must be in writing, 11, 12
- may be revoked, 12
- simoniacal, when, 25
- who may present, 14
 - husband seised jure uxoris must present in his own and wife's name, ib.
 - tenants by curtesy and dower, ib.
 - executors or administrators, when, ib.
 - heirs, when, ib.
 - successors, when, 15
 - infants, 15. IV. 140
 - but *semb.* guardians must concur, III. 17
 - joint tenants, ib.
 - coparceners and their grantees, ib.
 - tenants in common, 18
 - effects of partition of advowson held in joint tenancy, coparcenary, or in common, 19
 - mortgagor is entitled to nominate, ib. but mortgagee to present, ib.
 - Qu. whether a cognizee, by statute, of a manor to which an advowson is appendant, may present, 20
 - a bankrupt, on vacancy before advowson sold under the commission, ib.
 - Who are incapable of presenting,
 - aliens, outlaws, 21. lunatics, 22
 - persons refusing to subscribe the declaration in 1 W. & M. sess. 1. c. 26. 21
 - Roman catholics and their mortgagees or trustees, ib.
 - but a protestant may purchase advowson from a papist for a valuable consideration, ib.
 - Examination of the clerk,
 - belongs to the bishop, 22
 - causes of refusal, ib.
 - remedies of the clerk and patron against the bishop for refusing to institute without cause, ib, 23
 - admission, 12
 - institution, ib.
 - induction, ib.
 - belongs of common right to the archdeacon, ib.
 - form of induction, ib. 13
 - Lapse, 13
 - Simony, III. 23
 - what contracts and presentations are simoniacal, 24—26
 - king shall present, if committed, 23, 24
 - promise to present on marrying daughter of patron, is, 24

ADVOWSON—continued.**Simony,**

reservation of an annuity to widow or son of last incumbent, III. 24. Qu.

will oust the presentee, although he is ignorant of it, *ib.*

sale of presentation during a vacancy, is, 25

but not sale of advowson, though incumbent is in a dying state, 27

exception, in case of clergyman purchasing, 28, 29, and Qu.

general bonds for resignation are void, 30

but not special bonds, 34, nor bonds to resign in favour of a particular person, 36

AFTERMATH,

Q. whether tithable, III. 41

AGENT,

purchasing for himself is a trustee for his principal, I. 460

notice to him is notice to the party, IV. 452. 455. 458

AGISTMENT TITHES. See *Tithes.***AGREEMENT. See *Articles of Agreement, Deed.***

considered with reference to the statute of frauds, 29 Car. 2. c. 3.

and to the construction of s. 4., IV. 32

what instrument amounts to an agreement or contract, 33

a condition of a bond is an agreement in writing, IV. 92

what is a sufficient signing, 34

sealing is unnecessary, *ib.*

signing by the party to be charged, is sufficient, *ib.* 35

signing by a third person as clerk to the agent for a seller, is good, 35

an agent may be authorized to sign by parol, *ib.*

a letter signed by the party to be charged, specifying all the terms or referring to them in some written agreement, is an agreement, *ib.*

must be stamped before given in evidence, 36

equity will order them to be delivered up for that purpose, 36

letters previous to marriage of a child are agreements, *ib.* 37

though by parol, is good in equity, though the statute is relied on when there is fraud, 38

or where there has been part performance, *ib.* 39. 41, 42

what acts are a part performance;

delivery of possession or laying out money, 39. 43

payment of purchase money, 39, 40

but not payment of earnest, or of a small sum, 40

nor introductory acts, *ib.*

by parol is good, where it is confessed to exist without insisting on stat. frauds, 43

AGREEMENT—*continued.*

- written agreement, when may be discharged by parol, notwithstanding the stat. IV. 44
- no averment founded on parol evidence can be admitted to contradict or vary a written agreement, *ib.*
- an agreement to surrender a copyhold does not entitle the lord to a fine, I. 296
- restraining an equity of redemption, is void, II. 69
- for partition, how far it binds a joint tenant, 389
- for partition, by husbands of joint tenants, will not bind the heirs of the joint tenants, *ib.* 390
- by an infant to levy a fine or suffer a recovery to uses, did not amount to a declaration of uses, IV. 128
- to convey lands, will operate in equity as a revocation of a devise, VI. 93

AIDS,

- original, by feudal vassal to lord, I. 11
- purely military, 12, 24, 25

ALIENATION,

- unlimited power of, existed in England in the time of the Saxons, IV. 3
- by a tenant in tail is not void but voidable, and previously to the stat. 3 & 4 Will. 4. c. 74. sometimes created a discontinuance, I. 78. 81, 82. II. 269. III. 314, 315. See *Discontinuance.*
- uses before the stat. 27 Hen. 8. were alienable, I. 342
- trusts are alienable, 406, 407
- conditions in lease for years restraining it construed strictly, II. 7
- and do not extend to assignees of lessee who has assigned his term with consent of lessor, *ib.*
- a tenant for life or years may be restrained from by proviso, *ib.* IV. 332
- may be restrained by act of parliament, 350, 351
- how long a power of alienation may be suspended, 338. See *Perpetuities* and *Executory Devise.*
- of an equity of redemption, II. 94
- of advowsons, III. 7
- of tithes impropriate, 49
- a dignity cannot be aliened, 152
- of offices, when an offence against the statute 5 & 6 Edward VI., 109
- prevents an escheat, 400
- origin and progress of the power of alienation, IV. 3
- fines for alienation of lands held in capite, 4. 6
- by lay, ecclesiastical, and eleemosynary corporations, 13
- of copyholds. See *Alienation by Custom.*
- fines are due to the lord, I. 292
- if contrary to custom produces a forfeiture, 308

ALIENATION—continued.

- by matter of record, V. 1
- of crown lands, 46
- by fine, 165—170
 - distinguished from alienation by feoffment or deed, II. 5
 - effects of, in revoking a devise. See *Devise*.

ALIENATION BY CUSTOM, V. 447

- alienation of copyholds by surrender and admittance, 448
- Surrender,
 - what surrenders are valid, ib
 - the word *surrender* is necessary, ib. 449
 - of surrenders in and out of court, and to the steward, 449
 - of surrenders by attorney, ib.
 - who may surrender, 450
 - committees of lunatics, ib.
 - a *fême covert* jointly with her husband, ib.
 - a custom that she shall surrender alone is not good; 451
 - in what case she may surrender alone, ib.
 - what estate may be surrendered, ib.
 - nothing but a legal estate, ib.
 - a mere possibility cannot be surrendered, 452
 - a trust estate, or equitable interest will pass without surrender, ib.
 - construction of a surrender as to describing the premises, ib.
 - to whose use a surrender may be made, ib.
 - a husband may surrender to the use of his wife, 453
 - and a wife by custom to her husband, ib.
 - a surrender to the use of a person *not in esse*, as an infant *in ventre matris*, is good, 452, 453
 - description of grantee, 453
 - to the use of a will. See *Devise*.
- Presentment, 454
- Admittance, ib.
 - must be entered on the court rolls, 455
 - form of the entry, 454
 - what will amount to an admittance, 455
 - must be according to the surrender, 456
 - the court of king's bench will compel the lord to admit, ib.
 - finer are due on admittance, I. 292
 - who may admit, V. 456
- effect of a surrender and admittance, 457
- the admittance relates back to the surrender, ib.
- a surrender and presentment severs a joint tenancy, ib. 458
- surrenders by way of mortgage,
 - the surrenderor continues legal tenant till the mortgagee is admitted, 462
- although the surrender be not presented, it is a lien in equity, ib.
- the mortgagee will not be allowed to tack a judgment debt to his mortgage, ib.

ALIENATION BY CUSTOM—continued.

- a **surrender** does not destroy a contingent remainder, V. 463
- a surrender and re-surrender alters the descent, 464
- construction of surrenders, *ib.* 465
 - what words create an entail, 466
 - in what similar to the construction of wills, *ib.*
 - are now construed as deeds, *ib.*
 - application of the rule in Shelley's case, 468
 - whether a surrender may be made to springing and shifting uses, 472
 - a surrender sometimes supplied in equity, 474
 - an agreement in writing to surrender is binding, *ib.*
- how the entails of copyholds may be barred,
 - by forfeiture and regrant, 475
 - by a recovery in the manor court previously to the 3 & 4 Will. 4. c. 74. *ib.* 477. See *Recovery*.
 - usual mode of suffering such recovery, 478
 - such recovery was a discontinuance, *ib.*
 - effect of such a recovery on the descent, *ib.*
 - how such recoveries may be reversed, 440
 - within what time, *ib.*
- when recovery of customary freeholds might be suffered in C. P. 478
- by surrender, 480
 - a custom of barring entails of copyholds by surrender or by recovery was good, 481
 - by a grant of the freehold from the lord, 483
 - how an equitable entail may be barred, 484
 - by surrender to the use of one's last will, VI. 38
 - by disposition under stat. 3 & 4 Will. 4. c. 74., V. 485, 486
 - the entail of the trust of a copyhold is not barred by a devise, VI. 41
 - how conditional fees may be barred, V. 490
 - effect of a release to a tenant *de facto*, 491
 - the releasee must have been admitted, *ib.*
 - joint tenants may release to each other without a surrender, 492

ALIENS,

- joint tenancy of, with natural born subjects, II. 373
- who are considered such, III. 320, 321
- cannot be freeholders, I. 53
- cannot be tenants by the curtesy, 144
- are not entitled to dower; exceptions, 159
- an alien husband is not entitled to a term belonging to his wife, 229
- cannot be seised to uses, 350
- an alien friend merchant may have the benefit of a statute or recognizance, II. 47

ALIENS—continued.

- may be joint tenants, but are liable to forfeiture upon office found, 373
- cannot present to livings, III. 21
- cannot inherit lands, 320
- a title may be deduced through an alien, 322
- may purchase but cannot hold lands, IV. 21
- could not levy fines, V. 126
- might suffer recoveries, 275. 347
- an alien was a good tenant to the præcipe until office found, 347
- may be devisees, but Qu. for whose benefit, VI. 15

ALLODIUM, OR ALLODIAL LANDS,

- derivation of the word, I. 5
- owner of,
 - had the dominium rectum et verum, 4
 - though liber homo, was bound to military service, 5
- nature of, 7
- conversion of into the feud, reasons for, and effects of it, 7. 19, 20
- lands given, without reserving fealty, were, 11
- on descent of, the ascending line might inherit, 14
- cannot now exist in England, and why, 19, 20. See *Feudal System*.

AMBIGUITAS LATENS,

- may be explained by averment, in a deed, IV. 255
- and also in a will, VI. 153

AMENDMENT,

- of fines, V. 138. See *Fine*.
- not necessary, if error in proceedings be apparent from the declaration of uses, V. 138 n.
- of recoveries, 353. See *Recovery*.
- when not necessary, 353

ANCIENT DEMESNE, COURTS OF,

- fines may be levied in them, V. 104

ANCIENT DEMESNE LANDS,

- nature of their tenure, I. 36, 37
- how destroyed, 38
- how restored, ib.
- privileges of the tenants of, 37
- new enactments respecting fines and recoveries of, I. 38. 93
- may be extended by eligit, II. 51
- fines of them could not be levied in the court of common pleas, V. 104
- if a fine was levied in the court of common pleas of ancient demesne lands, it must have been reversed by writ of deceit, 240
- a recovery suffered of ancient demesne lands was reversible by writ of deceit, 439

ANNUITIES, III. 2

charged on the persons of the grantors only cannot be entailed, I. 73
 charged on duties for imports and exports cannot be entailed, ib.
 charged on the post-office revenues cannot be entailed, ib. 74
 a recovery could not be suffered of an annuity charged on personal estate, V. 340

apportionment of by stat. 4 & 5 Will. 4. c. 22. app. VII. 2.

APPARENT HEIR, distinguished from an heir *presumptive*, III. 328

APPENDIX, VII. I.**APPOINTEE,**

who may be one, IV. 146

APPOINTMENT,

power of. See *Power*.

under a power. See *Power*.

a trust results in default of appointment, I. 396

of new trustees by the court of chancery, 460. See *Trustees*.

APPORTIONMENT,

of conditions, II. 36. See *Conditions*.

of common, III. 72, 73. See *Common*.

of rents. See *Rents*.

of annuities, &c., Appendix, VII. 2

APPROVEMENT OF COMMON under statutes 20 Hen. 3. c. 4.
 and Westm. 2. c. 46., III. 76. et seq.

ARTICLES OF AGREEMENT. See *Agreement*.

nature and construction of, IV. 10. 258

are good against judgment creditors, II. 49

in what cases articles of agreement will sever a joint tenancy, 382

lands contracted for by articles are devisable, VI. 23

construction of, IV. 258

On marriage. See *Settlements*.

how construed, IV. 259. 302

cross remainders may be implied in, 302

rule in Shelley's case not applied to, 313

though the estate be the wife's, 316

except where an estate tail is given to the wife in an estate of the husband's, 317

or where there is a difference in two sets of limitations, 319

same construction as to daughters, where words are *heirs female*, as to sons where words are *heirs male*, 320

but not where the words are *heirs of the body*, and there is a provision for daughters, 321

the word *issue* extends to daughters, 323

bind lands, when, 377

by widow, previous to second marriage, 443, 444

settlements in pursuance of articles rectified, whether so made before or after marriage, 323

ARTICLES OF AGREEMENT—*continued*.

except in the case of purchasers for valuable consideration, IV. 325
except where made before marriage, and not expressed to be in
pursuance of the articles, *ib*.

ARUNDEL an earldom by tenure, III. 130

ASSETS,

defined, IV. 359

by descent, the heir is liable to their amount, I. 57

What are considered assets,

trust estates, I. 413

terms attendant, or in gross, 418. 426

an equity of redemption is assets in equity, II. 103

what reversions are assets. See *Reversion*.

copyholds previously to stat. 3 & 4 Will. 4. c. 104. were not
assets, I. 284

advowsons, III. 9. 27

tithes in the hands of laymen, 49

a rent in some cases, 290

what are assets for payment of bond debts, IV. 92, 93

ASSIGNEE,

who are assignees within the statute 32 Hen. 8., II. 35. IV. 373. 375
of a bankrupt. See *Bankrupt*.

of a bond, must sue in the name of the first obligee, IV. 96

of a lease, is subject to the covenants, II. 85, 86. IV. 372. 392

is entitled to the benefit of covenants, 375

of a mortgage, is only entitled to what is due, II. 89

will be allowed interest upon interest on the money paid, when,
152

of lessor and lessee, what privity between them, IV. 376

of an office, distinguished from a deputy, III. 105, 106

ASSIGNMENT,

is properly a transfer of some particular estate in lands, but is
usually applied to the transfer of a term for years, IV. 88

distinguished from a derivative, or under lease, *ib*.

proper operative words of, *ib*.

is good without technical words, *ib*.

since stat. frauds, must be by deed or note in writing, 89

what may be assigned,

every estate in lands and tenements, *ib*.

every certain estate vested in *presenti* in incorporeal heredita-
ments, though the interest be to take effect in *futuro*, *ib*.

a mortgage, II. 89

a contingent remainder or equitable interest, 333. IV. 89

an office in some cases, III. 103

a bond in equity, IV. 95, 96

a chose in action in equity, 89. 95, 96. but not at law, II. 4.
IV. 95

ASSIGNMENT—*continued.*

- an executory interest, VI. 425
- a power coupled with an interest, IV. 89
 - but not a naked power, *ib.*
 - no right of entry or re-entry, *ib.*
- of dower. See *Dower*.
- of a lease,
 - gives the lessor a double remedy for his rent, III. 304
 - covenant not to assign, IV. 374
 - does not exonerate the assignor from covenants, 375
 - usual covenants in, 392
 - registering the assignment is not a register of the lease, 449
- of a mortgage,
 - the mortgagor is usually a party, II. 89
 - registering the assignment is not notice to the occupier, *ib.*
- of a term attendant. See *Trust*.
- of a term for years, is good without consideration, IV. 88, 89

ASSIZE,

- judges of, might take the acknowledgments of fines without any writ of *dedimus potestatem*, V. 108
- rents of assize, III. 274

ASSURANCES, different kinds of, IV. 7

ATTAINDER. See *Escheat*.

- for high treason,
 - creates a forfeiture,
 - of an estate in fee simple, I. 63
 - of an estate tail, 90. Exception in favour of issue in tail, III. 386
 - of a right of entry in the tenant in tail, I. 90
 - but not of a right of action, *ib.*
 - and only while there are heirs inheritable, 91
 - of a husband is a bar of dower, 174
 - though followed by pardon, *ib.*
 - of a cestui que trust creates a forfeiture, 411, 412
 - a power becomes forfeited to the crown on, IV. 239
 - in what cases the crown may execute a power so forfeited, 240
- for felony,
 - does not create a forfeiture of an estate tail, I. 91
 - of a husband is not a bar of dower, 174, 175.
- for petty treason or felony,
 - creates a forfeiture of estate in fee simple for *an, jour, et wast*, I. 63
 - of cestui que trust does not create forfeiture, 412
- for treason or felony,
 - takes away curtesy, I. 144
 - but not jointure for attainder of husband, 209

ATTAINDER—continued.

- of a copyholder, creates a forfeiture, I. 307 ; exception, *ib.*
- of a trustee, previously to stat. 4 & 5 Will. 4. c. 23. created a forfeiture of the legal estate, 447, 448. App. VII. 4
- creates a forfeiture of a dignity, III. 156. 158
- of a co-heir, does not terminate an abeyance of a dignity, 202
- causes corruption of blood, except in the case of an entail, 386
- of a warrantor, destroys his warranty, IV. 366

ATTAINTED PERSONS,

- cannot be freeholders, I. 53. 174
- are barred of dower, 175
- where they are incapable of inheriting or transmitting, III. 322, 323
- cannot convey by deed, IV. 20
- may purchase, but cannot hold, 21

ATTENDANT TERMS, I. 418. See *Trust.***ATTESTATION,**

- of a deed, IV. 31
- of a will, VI. 49. See *Devise.*
- of a declaration to revoke a devise, 80. See *Devise.*

ATTORNEY,

- notice to him is notice to the party, IV. 452. 455. 458
- gift or gratuity to, 412
- voucher by attorney, V. 312
- a copyholder may surrender in court by attorney, 449
- deed of gift to, or purchase by, when avoided, IV. 412

ATTORNMENT,

- a grant operates without attornment, IV. 51
- after a fine unnecessary, V. 94

ATTRACTION,

- an earldom does not attract a barony, III. 155

AVERIUM, meaning of the word, I. 304**AVERMENT. See *Parol Evidence.***

- an averment that a provision made for a wife previous to marriage was meant in bar of dower, Qu. if admissible, I. 191, 192
- admissible to explain or support, but not to contradict or vary, a written agreement, IV. 44
- when admissible in the construction of deeds, 253—256
- when admissible in reversing fines and recoveries. See *Fine and Recovery.*
- an averment of the uses of a devise is inadmissible, VI. 7
- when admissible in the construction of devises, 153

AVOIDANCE,

- of deeds. See *Deed*, IV. 404. 406
- of fines. See *Fine.*

AVON RIVER,

- shares in, are real property, I. 46
- a woman may be endowed of a share in it, 161

AVOWRIES,

- restrained to 50 years by the statute of limitation, III. 295, 296.
432
- distinction as to seisin in case of, 432

B.**BANKRUPT,**

- may present to a living, III. 20
- executing powers by IV. 237 and note (a)
- settlement by, after marriage, when only good, 427
- Assignee of,
 - real estate vests in, I. 88
 - need not now be admitted to a copyhold, 293
 - not protected from dower by a term attendant, 442
 - may not buy the bankrupt's estate, IV. 412
 - selling a lease cannot require covenants for indemnity, 392
- estates tail are subject to the bankrupt laws, I. 89
- new enactments concerning, 88, 89. 293

BANKRUPTCY,

- of Copyholders. See *Copyhold*.
- a condition that a lease shall determine by bankruptcy is good,
II. 12

BARGAIN AND SALE,

- is a deed deriving effect from Stat. Uses, IV. 24. 97
- exception, 105
- when enures as a feoffment, 46
- operates without transmutation of possession, for it only transfers
a use, 98. I. 366
- what words are necessary, IV. 98
- the words "bargain and sell,"
 - may create a covenant to stand seised, 101. 106. 248
 - or enure as a confirmation, though bad as a bargain and sale,
for want of consideration, 249
- when the words "grant, bargain, and sell," operate as covenants
for the title, 381
- who may convey by, 99
- what may be conveyed by
 - every estate of freehold in possession, 100
 - estates in remainder and reversion, if the right to them is
actually vested in the bargainor at the time, ib.
 - incorporeal hereditaments *in esse* at the time, as rents, advow-
sons, tithes, commons, &c. ib., and see I. 341. 353

BARGAIN AND SALE,—*continued*.

- but not a chattel interest, and why, IV. 100
- a chattel interest may be created by, *ib.* 101
- requires a pecuniary consideration, or will be void, IV. 23. 101
 - but the quantity of the sum is not material, 101. 115
 - if in consideration of natural love will enure as a covenant to stand seised, 101. n.
- thus a conveyance to a person on trust to pay grantor's debts out of the lands conveyed, will not operate as, 101
- a rent may be reserved on, 102. III. 276
- must be by indenture, IV. 102.
- must be enrolled, *ib.* 110
 - the enrolment must be within six lunar months, 102
 - and has a relation to the date or delivery, *ib.* 103
 - where the lands are within certain cities or boroughs, enrolment is unnecessary, 103
 - a bargain and sale for years need not be enrolled, *ib.*
 - its effect as an agreement to convey, or as a grant of reversion, when it is not enrolled, 251
 - if enrolled, will in London bar a woman of dower, I. 177
- does not divest any estate, IV. 104. 111. for it only conveys what the bargainor may lawfully convey, II. 270
- no use can be declared on, except to the bargainee, IV. 112
- exception, 105.
- use remains to bargainor by implication, I. 374. IV. 246
- Qu. if powers can be inserted in, 135. 178
- a power of leasing cannot be reserved in, 178
- does not extinguish a power in gross, 235
 - nor a power simply collateral, 238
- conveys the legal estate to the bargainee, I. 382
- by a particular tenant will not destroy contingent remainders, II. 270
- not enrolled held to revoke a devise, VI. 94
- to make a tenant to the præcipe, V. 309, 310
- a husband seised *jure uxoris* might make a good tenant to the præcipe by bargain and sale, 292, 293
- under the statute of uses distinguished from bargains and sales under authorities, IV. 105

BARONIES. See *Dignity*.

- origin and nature of, III. 118. 123
- of the name of baron, 123
- tenure per baroniam, *ib.*
 - of the king ut de honore aut baroniâ, I. 21
- distinction between barons by writ and tenure, and barons by writ only, III. 136
- a barony is not attracted by an earldom, 155
- will descend to the heir general when the earldom becomes extinct, *ib.*

BARONIES,—continued.

- a *caput baroniæ* is subject to curtesy, I. 145
- what was called the *caput baroniæ*, III. 125
- the *caput baroniæ* was not subject to dower, I. 164
 - was allotted to elder sister on partition among parceners, III. 125.
 - II. 397.
- not divisible among co-heirs, III. 125

BASE OR QUALIFIED FEE, I. 64, 65. See *Estate in Fee Simple*.

- defined, I. 65. 80
- does not merge in fee simple, I. 56. 65. V. 168. VI. 481, 482
- how created, I. 80
- incidents to, *ib.*
- liable to dower, 162

BASTARD,

- cannot inherit, III. 319
- doctrine of *quatuor maria*, non-access, &c. *ib.* 320
- may be devisee, unless in *ventre matris*, VI. 15. 165, 166
- affection for a bastard is not a sufficient consideration to raise a
 - use in a covenant to stand seised, IV. 109
- but it would be sufficient declaration of a use upon a fine, 120
- remainder to, is void, II. 230

BEASTS,

- of forest, III. 246
- of chase, *ib.*
- of park, 248
- of warren and fowls, 249

BERGAVENNY, a barony by tenure, III. 131—133**BERKELEY, a barony by tenure, 129, 130****BILL IN EQUITY,**

- where it will have the effect of avoiding a fine, V. 243. 260

BISHOPS. See *Ecclesiastics and Corporations*.

- how restrained from waste, I. 130, 131
- their certificates determine the legality of marriage, 155
- may make grants of copyholds to bind their successors, 270
- may maintain actions for waste committed during a vacancy, II. 315
- but not for waste done in the time of their predecessors, *ib.*
- are not within the statute of Marlbridge, ch. 28. *ib.*
- who held *per baroniam* were obliged to attend parliament, III. 126
- might be barred by fines during their own lives, V. 200. 224
- offices incident to bishopricks are not within disabling acts, III. 95

BLACKSTONE, Sir William,

- observations on his law of descents, III. 354

BLOOD,

- where a sufficient consideration to raise a use, I. 398, 399
- dignity and proximity of, III. 352

BLOOD,—continued.

corruption and restitution. *See* those articles
 privity in blood, V. 157

BOCKLAND, IV. 7**BODIES CORPORATE. See Corporations.****BOND. See Recognizance.**

described, IV. 91. why called a specialty, 92
 condition of, 91, 92
 is an agreement in writing, 92
 writing, sealing, and delivery, essential to, 91
 statute of frauds does not extend to, *ib.*
 is good without technical words, *ib.*
 so of the condition, if the parties' intent can be discovered, 92
 when an illegal or impossible condition avoids the whole bond, *ib.*
 debts by, preferred to those due on simple contract, *ib.*
 is no lien whatever on lands, till laid thereon by a judgment, 93.
 II. 107

Effect of,

as to the obligor and his heir, IV. 92, 93.
 as to the heir of an obligor who is a reversioner, 93
 as to a devisee, *ib.*
 when the penalty in the obligation differs from that mentioned in
 the consideration, IV. 94. n.
 where the remedy on, may exceed the penalty, 94
 bonds to the king, *ib.*
 may be assigned in equity, 95, 96. but not at law, 89. 95
 assignee of, must sue in the name of the obligee, 96
 distinguished from a recognizance, 95
 from a tenant in tail not to commit waste is void, II. 6, 7
 Qu. whether a bond from a tenant in tail not to bar the entail, or
 suffer a recovery, was valid, 6
 when valid, where a condition would have been void, *ib.*
 for resigning a living, when valid, III. 30
 for surrendering an office, when valid, 110
 for securing the profits of an office to the appointor, when valid, *ib.*
 defeasance of bonds, IV. 96

BOND DEBTS. See Debts.**BOROUGH ENGLISH, custom of, I. 36**

descent in, III. 388
 reversing fine of lands in, V. 236
 stat. 3 & 4 Will. 4. c. 106. extends to, III. 387. n.

BOTES, I. 105. See Estovers.**BROTHERS, the descent between them is immediate, III. 325****BUILDINGS, belong to tenants in fee simple, I. 55. See House.****BURGAGE tenure, I. 36**

C.

CANAL SHARES. See *Navigation*.

CANCELLING,

when it will avoid a deed, IV. 408

when a revocation of a devise, VI. 83

when cancelling a subsequent will is a republication of a former one, 121

CAPITE,

tenure in, I. 21

must be of the person of the king, *ib*.

CAPTION OF A FINE,

no averment admitted as to the time of caption, V. 85

orders of court relative to captions, 111, 112

CAPUT BARONIÆ. See *Baronies, Dignities, Dower*.

CASTLE,

allotment of, on partition among parceners, II. 397

CATTLE,

young of, bred in a parish, are there tithable, III. 45

levant and couchant. See *Common*

CELLAR will not pass by a lease of a yard, IV. 269

CESTUI QUE TRUST, I. 381

when in possession, is considered at law as tenant at will to the trustee. *ib*.

CESTUI QUE USE. See *Use*.

CESTUI QUE VIE. See *Estate for Life*.

CHANCERY, Court of,

will appoint new trustees, I. 460

when a bill in chancery will avoid a fine, V. 243, 260

a will may be proved in chancery, VI. 70, 71

will direct the ecclesiastical court to deliver up an original will where it must be produced in evidence, 9

CHARGES,

when they merge or become extinguished in the fee, I. 56. VI. 496—499

CHARITABLE USES,

what conveyances to charitable uses are valid, IV. 21, 22

what devises to charitable uses are valid, VI. 15, 16. 128

CHARTERS. See *Deeds, Statutes, Title Deeds*.

descendible as heir looms, I. 46

detinue of charters is a bar of dower, 176, 177

a lord by escheat is entitled to charters, III. 417

description of a deed or charter, IV. 7

CHASE. See *Franchises*.

CHATTELS REAL,

- description of chattels, I. 227
- an estate for years is a chattel real, *ib.*
- vest in executors, though otherwise limited; exception for the king, 228
- estates by statute merchant, statute staple, and elegit, are but, II. 54, 55. VI. 475
- if held in joint tenancy are liable to survivorship, II. 369
- a chattel interest may be created, but cannot be conveyed by bargain and sale, IV. 100
- lands devised to executors for and until payment of debts are chattel interests, I. 223. VI. 361
- a right to the next presentation to a benefice is a chattel real, III. 15.
- are devisable, VI. 23. what words pass them, 229
- in the case of chattels real, a general devise will pass all the estate of the devisor, *ib.*
- a remainder over after a devise for life of a chattel is good by way of executory devise, 230
- bonâ fide sale of, by executors, good against creditors, I. 234

CHEESE, tithable, III. 45**CHESTER, Court of the city and county of,**

- finer might be levied there, V. 102
- how such fines could be reversed, 235
- recoveries might be suffered there, 338

CHIEF JUSTICE OF THE COMMON PLEAS,

- might take the acknowledgment of fines, V. 106

CHIEF RENTS, III. 274**CHILDREN,**

- the word *children* is a good description in a devise, VI. 169
- effects of the word *children* in creating an estate tail in a devise, 239
- the rule in Shelley's case does not apply to this word in a devise, 290
- posthumous. See *Posthumous Children and Infants in ventre matris.*

CHIROGRAPHUM, V. 70**CHIROGRAPH OF A FINE, V. 82. See *Fine.*****CHOSE IN ACTION, ENTRY, OR RE-ENTRY,**

- not assignable at law, II. 4. IV. 89. 95
- except to or by the king, 96
- the assignment of a chose in action will be protected in equity, *ib.*
- the assignee takes subject to all equity to which it was liable, *ib.*

CISTERCIANS, exempted from tithes, III. 53**CITIES CORPORATE, COURTS OF,**

- finer might be levied in them, V. 105

CLAIM,

- of continual claim, I. 50.
- abolished by stat. 3 & 4 Will. 4. c. 27. ib.
- force of the word *claim* in a release, IV. 78
- claim requisite to avoid a fine, V. 242, 243

CLOVER, when tithable, III. 41**CODICIL, VI. 6**

- when must be separately attested, 57
- when a codicil giving legacies is not within the statute of frauds, 64
- is sometimes a revocation of a will, 80
- sometimes a republication, 114
- may explain a dubious expression in a will, 136.

COGNIZEE and COGNIZOR,

- of a statute or recognizance. See *Estate by Statute*, &c. II. 38
- of a fine. See *Fine*, V. 78

COLLATERAL CONSANGUINITY, III. 319**COLLATERAL DESCENTS. See Descents, III. 334—341. V. 161****COLLATERAL POWERS. See Powers.****COLLATERAL SATISFACTION,**

- does not bar a right to an estate of freehold, I. 187, 188

COLLATERAL WARRANTY, IV. 359, 360. See Warranty.**COLLATIVE ADVOWSONS. See Advowsons.****COMITES,**

- or vassals, original system of, I. 5, 6, 7

COMMISSIONERS OF BANKRUPTCY,

- may dispose of bankrupts' estates tail, I. 293
- how they should act with respect to copyholds to avoid paying double fines, ib.

COMMISSIONERS under a writ of dedimus potestatem, V. 107**COMMON,**

- is an incorporeal hereditament, III. 2
- nature of, in general, 65
- a right to, cannot be divested, 72
- Common of pasture,
 - described, 65
 - a recovery could not be suffered of it, for it lies not in demesne but in profit, V. 340
- Common *appendant*, what, III. 65, 66
 - can only be claimed by prescription and not by custom, 66
 - must be *appendant* to land which can be presumed to have been originally arable, ib.
 - to a cottage in respect of its curtilage, ib.
 - to what cattle restrained, ib. 67
 - may be apportioned, 72, 73
 - for all beasts *levant* and *couchant* cannot be granted over, 68

COMMON—*continued.*Common *appurtenant*, III. 67

how differs from common *appendant*, *ib.*

to what cattle not usually commonable, and to what number limited, *ib.*

for *all* beasts *levant* and *couchant* cannot be granted over, but for a limited number of beasts may, 68

when may be apportioned, 73

Common because of *vicinage*,

to what cattle and what lands restrained, 68

one commoner may inclose against another, 78

Common in gross, 69

Stinted common, *ib.*Common of *estovers*, *ib.*

may be *appendant* or *appurtenant* to a house, 70

is not capable of apportionment, 73

Common of *turbary*,

can be *appendant* or *appurtenant* to a house, 70

will pass by the words *cum pertinentiis*, 71

Common of *piscary*, *ib.*

cannot be apportioned, 72, 73

Common annexed to copyholds, 71

rights of the lord, as to mines, quarries, trees, brick-earth, clay-pits, &c. 73—75

rights of the commoners, 75

improvement of, 76

inclosure of, 80, 81

usually effected by act of parliament, 81

A right of common may be extinguished by,

release, *ib.*

unity of possession, *ib.*

severance, 83

enfranchisement of copyholds, *ib.*

enfranchisement does not destroy a right of common in equity, *ib.* 84

A right of common,

may be revived, 84

previously to the late statute on descents, did not descend to the half blood, 351

will pass by,

bargain and sale. IV. 100

covenant to stand seised, 107

lease and release, 115

could not be barred by fine, for it could not be divested, III. 72. V. 228

cannot be discontinued by tenant in tail, because it lies in grant, 219

Commons could not be conveyed to uses before the statute I. 341

COMMON—continued.

partition on inclosure of, II. 413
 entailable, I. 73

COMMON, ESTATES IN. See *Tenancy in Common.*

COMMON LAW,

dower at common law, I. 153
 conveyances deriving their effect from the common law, II. 262.
 330. IV. 45, 46
 effects of a fine at common law, V. 148. See *Fine.*

COMMON PLEAS, COURT OF,

rules of court as to levying fines, V. 75, 76, 77. 79. 87. 108. 111.
 112

fines of ancient demesne lands could not be levied there, 104
 fines of freehold estates could be levied there only, 101
 fines of copyholds could not be levied there, 120. 183
 rules of court as to suffering recoveries, 273. 314. 317
 recoveries could in general be suffered there only, 338

CONCLUSION OF A DEED, IV. 26

CONCORD OF A FINE, V. 78. See *Fine.*

CONCURRENT LEASES, IV. 169

CONDITIONAL FEES, I. 55. See *Estate in Fee.*

CONDITIONAL LIMITATIONS, II. 238.

distinguished from conditions, 33. 37. 238
 barred by fines and recoveries, V. 188. 390

CONDITIONAL PURCHASES, II. 74.**CONDITIONS,**

nature of, described, II. 2
 when once performed are thenceforth entirely gone, I. 68. II. 27
 cannot frustrate the grant precedent in any thing expressed or implied if naturally incident to the thing granted, 2. 4, 5
 are either expressed, viz. in deed; or implied, viz. created by law without express words, 2
 implied condition that grantee shall not commit felony or treason is annexed to grant of every estate, ib.
 implied conditions annexed to certain estates, ib.
 things prohibited by law may be prohibited by condition, 5
 are precedent or subsequent, 2
 little difference between them, when, 17. 30
 conditions are construed precedent or subsequent, according to the intention of the parties, IV. 354
 distinction between them where performance becomes impossible by act of God, and of the person creating the conditions, II. 27
 when subsequent, 228.
 the whole of a condition precedent copulative must be performed before any estate can arise, 24

CONDITIONS—*continued.*

- when a contingency annexed to a preceding estate is a condition precedent, and when not, II. 221, &c.
- a condition annexed to a power of leasing given to a tenant for life is precedent, IV. 158
- a preceding executory limitation is not a condition precedent, VI. 412, 413
- for enlarging estates, II. 2, 3. 239
- condition of re-entry for non-payment of rent, III. 286
- tenant will be relieved against on paying up his arrears, II. 31
- leases may determine by condition, IV. 60
- condition of re-entry implied in an exchange, 357
- distinction between a condition and a defeazance, 89
- not warranted by a power are void in an appointment under it, 204
- by what words created in deeds, 352—354
- powers substituted for, in settlements, 134
- by what words created in wills, VI. 353
- a collateral condition to take place after an estate tail might be barred by a recovery, V. 390
- cannot be devised, VI. 25
- as to things executed, a condition must be created at the time of making the estate, II. 3.
- as to things executory, as rents, &c. it may be made after, ib.
- a condition must defeat the whole estate, ib. 232. 238
- the benefit of a condition can only be reserved to the donor and his heirs, not to a stranger, 4. 33. 254
- contingent remainder, when may be limited on, 238
- are sometimes void,
 - if against law, 4
 - or repugnant to the nature of the estate, ib. (See instances of such void conditions, *infra*.)
- where partly good, and partly void, 5, 6
- what conditions are void in a bond, IV. 92
- in what case a bond would be valid where a condition is void, II. 6
- in what case it will not, ib.
- are binding in grants to infants and married women, 26
- distinguished by necessity of re-entry, on breach, from conditional limitations, 33. 37. 238
- apportionment of, II. 36, 37
- destruction of, 37
- how far a condition annexed to an estate in remainder is construed to extend, 223, 224
- condition on which a contingent remainder may be limited, 238
- enlarging estates on condition, 239
- a fine ought not to be levied on condition, V. 82
- is inserted in the deed by which the estate is created, IV. 89. 90.
- See *Defeazance*.
- conditions in restraint of marriage, II. 5

CONDITIONS—*continued.*

- conditions restraining marriage without consent, are good, II. 14
- whether they are precedent or subsequent, *ib.*
- cannot be dispensed with when precedent, 15
- effects of a devise over on breach of condition, *ib.* 20—22. 37.
- 238
- are construed strictly in favour of the parties restrained, 19—21
- for they are in the nature of penalties, 19
- when they are subsequent, *without* a devise over, they are considered merely *in terrorem*, 15. 20
- condition restraining a lady from marrying a Scotchman, is good, 19
- are good, if marriage is only in part restrained, and not altogether prohibited, 22
- in restraint of a widow's second marriage good, *ib.*
- to what estates a condition may be annexed,
- an estate in fee simple, 3.
 - condition annexed to it, that donee
 - shall not take the profits, is void, 4, 5
 - shall not alien, is void, 5
 - condition annexed to, that the tenant
 - shall not alien to a particular person, is good, *ib.*
 - shall not alien in mortmain, is good, 2. 5
- an estate tail, 3
 - condition annexed to, that donee
 - shall not marry, is void, 5
 - shall not alien a greater estate than for his own life and those of his heirs, is good, *ib.* 7
 - shall not make a lease for twenty-one years or three lives, according to stat. 32 Hen. 8. is good, 6
 - shall not suffer a recovery, is void, 6. IV. 330, 331. V. 382
 - that the estate shall determine as if the tenant were dead, is void, II. 4. 233
 - restraining donee's power of barring an entail is void, 6. IV. 330, 331. V. 381
- an estate for life or years, II. 3
 - conditions may be annexed to it,
 - that donee or lessee shall not grant over his estate, or let the lands to another, 7
 - that lessee shall not alien except with lessor's consent, or shall not let except from year to year, *ib.*
 - that lessor shall re-enter on alienation by lessee, or non-payment of rent, 4. 7. 9
 - in what cases equity will relieve against such conditions, 31. IV. 73. n.
 - are construed strictly, II. 7
 - affect the original lessee only, and not his assignees, *ib.*

CONDITIONS—continued.

an estate for life or years,
 except a defeasance be executed to determine the lease
 on alienation by the assignee, II. 7. n.
 do not extend to an under lessee, 8
 unless there are special words, 9
 nor to sale of leases by execution, unless fraudulent, 10, 11
 that lessor shall re-enter on tenant's committing act of bank-
 ruptcy, whereupon commission shall issue, 12
 acceptance of rent often cures forfeiture of lease under con-
 ditions against alienation by tenant, IV. 72
 implied condition annexed to every estate, II. 2
 where condition annexed to an estate is or is not precedent,
 to give effect to ulterior limitations, 221. 228

Performance of conditions :

condition which creates an estate,
 is to be performed as near the intent as possible, 23
 condition which destroys an estate,
 must in general be taken strictly, *ib.*
 where a condition becomes impossible, it must be performed as
 near the intent as possible, *ib.*
 every person interested in the condition or the lands may per-
 form it, 24
 at what time, 25
 at what place, 26
 who are bound to perform it, *ib.*
 effect of its performance, 27
 what will excuse non-performance, as *e. g.* its becoming impos-
 sible by act of God, or of the obligor or obligee, 27—30
 condition consisting of two parts, of which one is impossible
 when created ; the other must be performed, 27
 otherwise, if the one became impossible by act of God after
 made, 27, 28
 by what act or default of the obligee it will be excused, 28
 equity relieves against, if a compensation can be valued or mea-
 sured in damages, 15, 30
 aliter, if no such compensation can be made, 31
 and will decree a reconveyance of the estate, 32

Entry for a condition broken, *ib.*

the only mode of taking advantage of breach of condition is by
 entry or claim, *ib.*
 demand of rent must be made at sunset of day on which payable,
 in order to, III. 283
 when countervailed or unnecessary, II. 33
 who may enter, 4. 32
 grantees of reversion may enter, though strangers, 35
 effect of, *ib.* 36

CONDITIONS—*continued*.

- does not defeat copyhold grants by feoffee in fee of a manor on condition, II. 36
- sometimes defeats them if made after the condition broken, *ib.*
- a right or title of entry for condition broken might be barred by fine, V. 188

CONFIRMATION,

- definition and technical words of, IV. 82
- by disseisee to disseisor, gives a fee without the word *heirs*, 83
- does not strengthen a void estate, *ib.*
- or give a larger estate by words of increase of the estate, *ib.*
- a fine might operate as a, V. 212
- with warranty, previously to stat. 3 & 4 Will. 4. c. 74. created a discontinuance of an estate tail, I. 78
- of a voidable lease. See *Acceptance of Rent, Lease*.
- a deed intended as a bargain and sale, but not such for want of consideration, will enure as, IV. 249
- of incumbrances or conveyances of tenant in tail by recovery, V. 396, &c.

CONSANGUINITY, III. 319

CONSIDERATION,

- upon what consideration a deed may be founded, IV. 23. and how proved, 254
- different kinds of, 24
- is either express or implied, *ib.*
- a devise imports a consideration, VI. 7
- a trust results on a conveyance without consideration, I. 394
- what consideration will induce a court of equity to supply a defective execution of a power, IV. 222
- how far the consideration of marriage extends, 442. See *Marriage*.
- what is intended by a good consideration, 436
- In what conveyances necessary,
 - a bargain and sale, 24. 101
 - a covenant to stand seised, 24. 108
 - what consideration required in a lease and release, 115, 116. V. 310.
- not necessary in a declaration of uses, IV. 120
- nor in an assignment of a lease for years, 88, 89

CONSIMILI CASU, writ of entry in, by reversioner, on forfeiture of curtesy estate, I. 150

CONSTRUCTION,

- of deeds, IV. 242. See *Deed*.
- of devises, VI. 135. See *Devise*.
- of devises 'cy. pres. 151
- of king's grants, V. 53. See *King's Grant*.
- of private acts, 12. See *Private Act*.

CONTINGENCY,

- when a condition precedent, II. 221
 - when a condition subsequent, 228
 - upon which a remainder may be limited, 230. See *Remainder*.
 - upon which an executory devise may be limited, VI. 380, 381.
- See *Devise*.

CONTINGENT ESTATES,

- are devisable, II. 333. VI. 26, 27. 424
- are assignable, and passed by a fine, II. 333. VI. 425
- are descendible and transmissible to heirs and executors, 426

CONTINGENT REMAINDERS. See *Remainder*, II. 204CONTINGENT USES. See *Uses*, I. 363. II. 262

CONTINUAL CLAIM, I. 50. III. 312, 313

- in case of a fine, V. 242, 243
- abolished, I. 50. III. 312, 313. V. 242

CONTRACT, privity of, IV. 375, 376. V. 157

CONVEYANCES,

- derived from the statute of uses, I. 365. IV. 24. 97. 107. 125. 128.
- See *Uses*.
- to charitable uses, 21
- common law conveyances, 45, 46. 113
- which are fraudulent under the statutes 13 and 27 Elizabeth, 423
- void and voidable conveyances. See *Void* and *Voidable*.
- what deeds operate with or without transmutation of possession, 97, 98. I. 367

COPARCENARY,

- estate in coparcenary,
 - arises, where a person seised of lands in fee simple, or in tail, dies leaving only daughters, sisters, aunts, or other female heirs, II. 391
 - also where all the male children take by gavelkind and other customary descents, ib.
 - subject to curtesy and dower, I. 147. 162. II. 394
 - may be extended, 54
- how an advowson may be held in, III. 17
- in an office, 106, 107
- Coparceners,
 - may be at common law (*e. g.* females), or by custom, as in gavelkind, &c. (males) II. 391
 - resemble joint tenants,
 - in having the same unities of interest, title, and possession, 391
 - the entry of one enured to all, 392
 - possession of one previously to stat. 3 & 4 Will. 4. c. 27. was possession of all, ib. V. 227
 - perception of profits by one does not amount to an expulsion of another, II. 392

COPARCENARY—*continued.*

Coparceners,

nor can one be disseised by another, but by actual ouster,
II. 392. Q. ib.

differ from joint tenants,

in always claiming by descent, 391, 392

no unity of time is required, 392

have several freeholds for most purposes, ib.

have no right of survivorship, 394

may enfeoff each other, IV. 50

coparcener who enters specially claiming the whole land,
gains her sister's moiety by abatement, II. 392. Q. ib.
402, 403

but her dying seised does not take away her sister's entry, 392

present to a living by turns, and according to seniority, III. 17

may make leases jointly or severally, IV. 68

beneficial privileges of eldest sister descend to her issue, and go
to her assignee, II. 395

every parcener may sever her own moiety, and carry it into the
family into which she marries, 397

may release to each other without the word *heirs*, IV. 278, 279

such release enures by way of *mitter l'estate*, 78

might levy fines, V. 119

such fines enured by way of grant, 212

where a fine levied of the whole estate by one coparcener was
not an ouster of the other, 227

entry of one coparcener was sufficient to avoid a fine, 246

some incorporeal hereditaments not divisible by, II. 397.

mode of enjoying them, ib.

may be destroyed by

alienation to a stranger by one of the coparceners, II. 394

the whole at last descending to one of the coparceners, 398

Partition,

voluntary partitions, 394

writ of partition, inquisition, and judgment, 395, 396

in equity, 397

of a deed of partition, IV. 77

can only be made by deed or agreement in writing since stat.
of frauds, II. 395

tenant by curtesy might have had writ of, 396

statutes respecting, do not extend to copyholds, ib.

what may be divided by, and how, ib., 397

incidents after, as vouching for warranty, eviction, rent for
owelty, or equality of partition, &c. 397. 412

rent for equality of partition, is called a rent charge of common
right, III. 273

under inclosure acts, II. 413

COPYHOLDS. See *Alienation by Custom*.

- origin of, is from villenage either pure or privileged, I. 42. 222
- defined by Littleton, 254. described, ib.
- free copyholds, 43. 254
 - distinguished from customary freeholds, 255
 - when the freehold is in the lord, 255—257. 268
- in what case copyholder may be deemed a freeholder, 48
- inferior in point of interest to estates for years, 254
- are excepted from stat. 12. Car. 2. c. 24. 43
- are not within statutes of uses, jointures, or wills, 194. 291. 354
- are within stat. frauds as to sales and declarations of trust, but not as to devises of lands, 291
- what statutes extend to, and what do not, 275. 291
- are within the stat. 3 and 4 Will. 4. c. 74. 291. V. 184
- and the stat. 3 and 4 Will. 4. c. 106, I. 283
- entails of, barred by surrender to use of will, VI. 38
- Circumstances necessary to their existence,
 - a manor, I. 259 See *Manor*.
 - a court baron or freeholder's court, or a customary court, 17. 269, 260
 - held by grantee of the inheritance of the copyholds, 260
 - having a steward, ib.
 - who may appoint a deputy, ib. 261
 - may by custom be held out of the manor, but usually within it, 261
 - the lands granted must have been parcel of the manor, ib.
 - and demised and demisable by copy for time immemorial, ib. 262
 - lord may enter on the copyholder, as on his tenant at will, if the time is not sufficient to make good a custom, 262
- incidents to, 280
 - are held by fealty and other services, 268. 280
 - are descendible, 283
 - are alienable and devisable, ib. Exception, ib. See *Alienation by Custom*.
 - may, by general custom, be leased for a year, 284
 - and for years by licence of lord, ib. 309. IV. 68
 - previously to stat. 3 & 4 Will. 4. c. 104. were not liable for debts even of record, or to the crown, I. 284
 - nor assets in the hands of the heir to pay specialty debts, as freehold lands were, ib.
 - but are now liable to debts of every description, ib.
 - are liable to freebench, ib. or dower, ib. 154
 - freebench, how barred. See *Freebench*.
 - are by custom only liable to curtesy, 149. 290
 - are excepted from stat. 12 Car. 2. c. 24. 43

COPYHOLDS—*continued.*

- are not within the statutes of uses and jointures, or wills, I. 194. 291. 354
- nor the statutes 29 C. 2. and 14 Geo. 2. for appropriating estates *pur auter vie*, 275
- nor the statutes respecting partitions, II. 396
- are within the statute of frauds as to sale of lands and declarations of trust, but not as to devises of lands, I. 291
- whether the statute De Donis extends to, when the custom co-operates with it, 273, 274. 291
- generally, what statutes extend to, and what do not, 274, 275. 291
- extinguished by union with the freehold, even for an estate for years, 325, 326
- equitable lien on, by deposit of copy of court roll, II. 69
- common annexed to, III. 71

Trusts of

- are not subject to dower, I. 410, 411
- pass without surrender, V. 452
- the lord is bound by, upon the death of trustee without heir, I. 390

escheat, III. 401

- are within the statutes of limitation, 453
- are part of the demesnes of a manor, I. 254. 261. IV. 161
- are excepted from the register acts, 446
- a person having the freehold may bar a copyhold by fine, V. 183
- are not within the statute 11 Hen. 7. for preventing jointresses from levying fines or suffering recoveries, 451
- nor within the statute 32 Hen. 8. for preventing husbands seised *jure uxoris*, from levying fines or suffering recoveries, *ib.*
- previously to stat. 3 & 4 Will. 4. c. 104. were not liable to judgment debts, 462
- nor could be extended by *elegit*, II. 54

Copyhold customs,

- distinguished from those relating to freeholds, I. 266
- how proved, *ib.*
- are general or particular, *ib.*
- particular customs construed strictly, *ib.* 276
- alienation contrary to custom creates a forfeiture, 308

Copyhold grants, I. 269. See *Alienation by Custom.*

- may be made out of the manor, 272
- who may grant copyholds,
 - all lords of manors, 269, 270
 - if they have a lawful estate, and are not tenants at sufferance, disseisors, &c. 271. and see II. 36
 - although under personal disabilities, I. 271
 - being tenants for life, may grant copyholds in reversion, *ib.*
 - a steward may, 271, 272

COPYHOLDS—*continued.*

Copyhold grants,

to whom may be made, I. 272

to all persons capable of taking by grant at common law, *ib.*

not to corporations, 273

what destroys the custom of granting copyholds, 263, 264. 324

escheat or forfeiture to the lord does not, 262, 263

who may destroy such custom, or who not, 264

what may be granted as copyholds, *ib.* 265

a grant of part of waste of manor without consent of homage
seems bad, except by custom triable at law, 263

estates in fee or in tail may be granted, 273

estates for life or lives may be granted, 274

no general occupancy of a copyhold, 275

but special occupancy is allowed, *ib.*

trusts of copyholds granted for lives, 398

must be conformable to the customs, 276, 277

are paramount to several other estates, prior to them in time, 279

are not subject to the prior charges of the lord, *ib.*

not defeated by entry for breach of condition imposed on the
grantor, *ib.* II. 36

no trustees necessary to support contingent remainders of, 286

Copyhold jurisdictions,

in what manner, and in what courts, copyholders must sue and
be sued, I. 267

jurisdiction assumed by equity, *ib.* See *Equity*.

Lord of the manor, his rights, &c. in general, I. 268

his will must be conformable to the custom of the manor, 254

may grant out by copy lands coming to him by forfeiture or
escheat, and which have been immemorially so granted,
262, 263. 328.

timber on copyholds generally belongs to, 281, 282

is a party to every alienation by copyholder, 293

cannot dig for mines in a copyhold without a custom, 268.
282, 283

when may cut timber on lands of copyholder, 282

cannot bring a bill in equity against a copyholder to compel him
to be admitted, 316

may bring a bill of discovery to ascertain copyhold lands, *ib.*

may dispense with a forfeiture, 268. 318, 319

unless he is lord of the manor by wrong, 319

is the only person who can take advantage of a forfeiture, 320

dominus pro tempore, as *e. g.* lessee for years may take such
advantage, *ib.*

not compellable in equity to grant his copyholder a licence of
alienation, 322, 323

Copyholders,

may maintain trespass against the lord for ouster, 254

COPYHOLDS—*continued.*

Copyholders,

- owe fealty to the lord, I. 280
- have an interest in, and may inspect, the court rolls, 261
- may have what interest in copyhold, 273
 - estate in fee, *ib.*
 - in tail, *ib.* 274
 - if warranted by custom, 274
 - for life, *ib.*
 - by special occupancy, 275
 - but not by general occupancy, *ib.*
- are subject to the performance of services, as *s. g.* suit of court as one of the homage, &c. 261. 280
- are entitled to ~~estovers~~, 280, 281
- cannot commit waste without particular custom, 281
- for life,
 - cannot even by custom cut down timber trees at pleasure, 268. 282
 - punishable for permissive waste, 283
- in fee or of inheritance,
 - cannot without a custom dig for mines, nor without the licence of the lord dig in new mines, 282
 - will not be restrained from cutting timber trees by a court of equity, *ib.*
 - abusing a right to cut timber, incurs a forfeiture, *ib.*
- not generally entitled to common, III. 71
- may make leases for one year, I. 284. 308
- what excuses them from services, 311
- the possession of a lessee is the possession of the copyholder, 288. III. 391
- how they must prescribe in a *que* estate, 422
- could not levy fines in the court of Common Pleas, V. 120. 183

Bankruptcy of copyholders,

- now vests their copyholds in the commissioners, I. 293
- excuses from services, 311
- finer were formerly due on admitting the assignees, 293
- how the commissioners should act to avoid doubling the fines, *ib.*
- insolvent copyholder must convey his copyhold to assignees, 293, 294
- does not excuse from heriot, 305

Admittance,

- on surrender. See *Alienation by Custom.*
- necessity of, 293. 312
- implies or contains a grant, 269. 293. V. 455
- not compellable in equity, I. 316
- finer due on, 296, 297. (*Vide infra.*)
- of the tenant for life, is that of the remainder-man, 294

COPYHOLDS—*continued.*

Admittance,

who must be admitted,

heirs, III. 389. I. 292. 312

but may devise before admittance, VI. 43

devisees, 294

executors of devisee for years, ib.

alienee of commissioners of bankrupt, I. 89

who need not be admitted,

assignees of bankrupt, I. 293

assignee of insolvent, 294

remainder man, where tenant for life has been admitted,
ib. 295

for his admittance is that of the remainder-man, ib.

and this, though a fine, may by custom be due on his admission, 295

a party seised *in jure alieno*, as *e. g.* a person marrying a woman being a copyholder, or being termor of a copyhold, 297

bailiff having by custom the wardship of the heir, for he is but pernor of the profits, ib.

trustees directed by testator to sell his copyholds, ib.

of infants, *fême coverts* and lunatics by attorney, guardian, or committee, 303, 304

descent of. See *Descent*, 283. III. 389

devises of. See *Devise*, VI. 35

Enfranchisement,

destroys right of common, but not at equity, III. 83

Extinguishment of copyholds, I. 324

every thing amounting to a determination of the copyholder's will to hold no longer, extinguishes it, 325

by surrender to the use of the lord, 324. VI. 468

by release to the lord, I. 325. VI. 468

by conveyance of the freehold by the lord to the copyholder,
I. 325, 326

by escheat or forfeiture, 262. 328

by the lands ceasing to be demisable, 328

by enfranchisement, 326

enfranchised copyholds must be held of the lord paramount,
327

the lord who enfranchises must be seised in fee simple, or have power to convey the fee simple to the copyholder, 328

when it will destroy a right of common, III. 83

not in equity, ib.

suspension of copyhold, I. 328, 329

finis to which copyholds are subject, 292

origin of, ib.

COPYHOLDS—*continued.*

- finest to which copyholds are subject,
 - only due on admittance of new tenant, I. 296. and on alteration of the estate, 294
 - are not assessed for the particular estate, but for the whole inheritance, *ib.*
 - are saved by 12 Car. 2. c. 24. 293
 - upon descent, 292
 - upon special occupancy, *ib.* 302
 - upon voluntary admittances, implying grants, 292
 - in some manors, on admissions of tenants by the curtesy and free-bench, 293
 - upon alienation, and why, *ib.*
 - upon a devise, 294
 - due from an executor of a devisee for years, *ib.*
 - in some manors on every change of the lord by the act of God, 297
 - in some, on the death of the last admitting lord, whether possessed of the manor at his death, or not, 300
 - a custom that a fine is due on every change of the lord by the act of the party, by alienation, &c. is void, *ib.*
 - not due from a remainder man after admission of tenant for life, 294, 295. Except by special custom, 295, 296
 - not from the purchaser on an agreement to surrender, 296
 - nor from remainder-men or persons seised *in alieno jure*, who need not be admitted, 297. (and see *supra.*)
 - how much may be demanded as a fine, 300, 301
 - two years' improved value is a reasonable fine in case of a fine arbitrary, 301
 - estimated according to the improved yearly value, 302
 - deducting quit rents, but not land tax, *ib.*
 - by trustees, how estimated, *ib.*
 - on voluntary grants by the lord, the fine is uncertain, *ib.* 303
 - finest for several copyholds held of the same manor must be assessed, and demanded severally, *ib.*
 - joint tenants, or tenant for life, and remainder man, joining in a grant of a copyhold, only one fine is due, *ib.*
 - aliter* of tenants in common, *ib.* 305, 306
 - at what time payable, 303
 - how recovered, *ib.*
 - equity will not relieve copyholder against an excessive fine, 302
 - but will settle a general fine to be paid by all the tenants, *ib.*
 - refusal to pay is a forfeiture, 311
 - forfeiture of copyholds,
 - is worked by a determination of the copyholder's will to hold any longer, as *e. g.* by his making lease for years, 323. 325
 - by attainder of copyholder for treason or felony, 307
 - cannot be before admittance, 308

COPYHOLDS—continued.

forfeiture of copyholds,

alienation contrary to the custom, I. 308

leases for more than a year contrary to the custom, 284. 308.

unless by lord's licence, *ib.* IV. 68

a bargain and sale does not create, I. 308

nor a covenant that a person shall enjoy after expiration of a lease for a year, 309

waste, 282. 310. II. 86

disclaimer of the tenure, I. 310, 311

refusing to perform services, 311

or to pay the customary fines certain, *ib.* 312

or, in nature of disclaimer to pay rent, 312

non-appearance in the lord's court within the time fixed by the custom, and requiring to be admitted,

of the heir, except he be beyond sea, 312, 313, 314

is not an absolute forfeiture except by particular custom, 313

of a remainder-man, 315

of a devisee, 317

of a surrenderee, unless an infant, 316

of infants or feme coverts claiming under a deed, 317

levying a fine, V. 221.

who may forfeit, and who may not, I. 317

feme covert shall not forfeit by her own act, *ib.*infants or feme coverts shall not, if claiming by descent or surrender to use of a will, *ib.*

extent of forfeitures, 318

presentment of forfeiture by homage, when necessary, *ib.*always the safer course, *ib.*

when and by whom a forfeiture may be dispensed with, 318, 319, 320

who may take advantage of a forfeiture, 320

where copyholder for life commits, the lord shall enter, and not the remainder man, V. 463, 464

where equity will relieve against a forfeiture, I. 320, 321. 328

where not, 321, 322. 328

is a bar of free bench, 289

CORN, tithable, III. 40

rent, IV. 66

does not go to the heir, III. 319

CORODY, 2**CORPORATE CITIES AND TOWNS,**

fines may be levied in their courts, V. 105

CORPORATIONS,

may hold freeholds transmitted by descent, but cannot buy more without the king's licence, I. 53. IV. 21, 22

CORPORATIONS—*continued.*

- may alien, I. 54
- a limitation to a corporation not existing, is void, II. 230
- cannot be seised to uses, and why, I. 340. 350. IV. 49. 100
- may be cestuis que use, I. 354
- may be trustees, 403
- cannot be joint tenants, II. 372
- may convey by deed, IV. 13
- sealing deed by, with corporation seal, 27
- how they must be described in a deed, 263
- cannot be devisees, VI. 15, 16
- Aggregate,
 - cannot convey by bargain and sale, IV. 99, 100
 - nor by covenant to stand seised, 107
 - take an estate in fee without words of limitation, 279
 - could not levy fines, V. 131
 - might be barred by fine and non-claim, 171, 172
- Sole
 - cannot take a fee simple without the word *successors*, IV. 279
 - cannot take a chattel as successor, except in the case of the king, I. 228
 - cannot commit waste, except for repairs, 114. 130, 131
 - how restrained from waste, 131, 132
 - Q. whether they could levy fines, V. 131
- Ecclesiastical,
 - are within the recent statutes of limitation, III. 454
 - are restrained from alienation, except according to certain statutes, IV. 13
 - could not be barred by fine and non-claim, V. 172. 223
 - a dean might be barred by fine for term of his life, 200. 224
- Lay, might be barred by fine, 171
- may alien their lands, IV. 13

CORPOREAL HEREDITAMENTS. See *Hereditaments.*CORRUPTION OF BLOOD. See *Descent, Dignities.*

- is the consequence of attainder for high or petty treason, or murder, or abetting, &c. the same. III. 325, 326
- previously to stat. 3 and 4 Will. 4. c. 106., impeded the descent of property, I. 63. III. 323. 325
- except in the case of an entail, 159. 386
- produces an escheat, 398, 399

COSTS,

- allowed to trustees, I. 457
- allowed to a plaintiff in an action on the case in the nature of waste, 120
- but not in action of waste, ib.
- allowed to mortgagees, II. 88, 89

COUNTERPART OF A DEED,

admitted as evidence, IV. 9

COUNTY,

livery of seisin of lands situate in different counties, IV. 46

exchange of lands in same or different counties, 74

COURT BARON,

origin of, I. 17, 18. 30

cannot be claimed by prescription, III. 424

jurisdiction of, I. 31, 32, 33

Steward of,

is a judicial officer, 33

is not the judge, *ib.*

cannot hold the court alone, *ib.*

There cannot be a manor without having two suitors at least, 34

distinguished from a customary court, 259

where it must be held, 261

COURT CUSTOMARY,

necessary to the existence of copyholds, 259

who may hold one, and where, 260, 261

the lord or his steward is the judge of, 259

COURT OF CHANCERY. See *Chancery*, and *Equity*.**COURT OF COMMON PLEAS.** See *Common Pleas*.**COURT LEET,** III. 258. See *Manor*.**COURT OF PIE POWDERS,** 265

incident to a grant of a fair or market, *ib.*

COURT ROLLS,

copyholders have an interest in them, I. 261

COUSIN,

parent may inherit as cousin to child, III. 331

COVENANTS. See *Deed*.

covenant that a married woman shall levy a fine, effect of, V. 177, 178

joint and several, IV. 370

not to let, set, or demise, restrain assignment, II. 8

COVENANT TO STAND SEISED,

is a deed deriving effect from Statute of Uses, IV. 24

operates without transmutation of possession, for it only transfers a use, 106. I. 366

what words are necessary, IV. 106

who may convey, and what may be conveyed by, 107, 108

no enrolment necessary, 108

Consideration for,

must be natural love for a legitimate child, or for a near relation, or marriage, *ib.* 109

COVENANT TO STAND SEISED—continued.

- Consideration for,
 - and cannot be money, IV. 110
 - if the condition fails to raise a use, a deed of further assurance is useless, 109
 - need not be expressed in order to raise a use to a wife, 108
 - other considerations than that in the deed may be proved, 255
 - adopting a surname is not a sufficient, 109
 - if money, deed will not operate as a covenant to stand seised, 110
- covenant with a stranger, that he shall enjoy the land to the use of
 - covenantor's son, is bad, ib.
- the use intended by, will only arise to the persons within the consideration, and not to strangers to it, ib.
- continues in covenantor till a use arises, 111
- a rent may be created by, under 27th Hen. 8. c. 10. sec. 4. 5. ib.
- does not divest any estate, ib.
- no use can be declared on, except to the covenantee, 112. See *Declarations of Uses*.
- use remains to covenantor by implication, I. 374. IV. 246
- Qu. if powers can be inserted in, 135
- a power of leasing cannot be reserved on, 178
- is usual, by way of provision for a younger child, 160
- extinguishes a power relating to the land, 234
- but not a power in gross, 235
- nor a power simply collateral, 238
- does not alter the estate of a tenant in tail, V. 365

COVERTURE. See *Married Women*.

CREDITORS. See *Debts*.

- what conveyances are void as against them, IV. 424
- a creditor by statute may redeem a mortgage after foreclosure, II. 105
- devises are void as against creditors, VI. 8
- where articles of agreement will prevail against a judgment creditor, II. 49
- a judgment creditor may redeem a mortgage, 104

CROSS REMAINDERS,

- by what words created in a deed, IV. 298
- cannot be implied in a deed, ib.
- may be implied in articles, 302
- by what words created in a devise, VI. 343
- formerly, not implied in a devise between more than two, 345
- this doctrine somewhat altered, 346

CROWN,

- priority of, on executions, II. 49—52
- may redeem a mortgage, 105

CROWN—*continued.*

- Q. whether an equity of redemption will escheat to it, III. 415
- alienation of crown lands, V. 46
- debts to, I. 60

CURTESY,

- origin of estate by, 139
- description of, 140. 149
- has no moral foundation, as dower has, 140. 153
- but is favoured in equity, as *e. g.* against a trust term set up against it by the heir, 147. 442
- is a continuation of, and comes out of the inheritance, and not out of the freehold, 148
- cannot exist unless the wife is seised of the inheritance, descendible to the issue, 143, 144. 148, 149
- Circumstances necessary to,
 - legal marriage, or marriage *de facto*, which, if voidable, was not avoided in the wife's life, 140. 154
 - how the fact of marriage must be proved, 155
 - seisin of the wife or of her husband during her life, which must be a seisin in deed, in incorporeal hereditaments, 140, 141, 142
 - issue born alive in the lifetime of the mother, before or after her seisin, and capable of inheriting, 142, 143
 - death of the wife, 144
- is a bare estate for life, 149
- subject to pay the interest on incumbrances, 150
- services to lord in respect of, *ib.*
- forfeitable for alienation, or for claiming in a court of record a greater estate, *ib.* II. 2
 - but not for adultery, I. 150
- no entry necessary to complete it, 149
- not barred by outstanding term, 442
- condition annexed to it by law, II. 2. IV. 67
- Customary curtesy, and curtesy of copyhold,
 - construed strictly, I. 290
 - exists in some manors though there is no issue, *ib.*
 - is then forfeited by second marriage, *ib.*
 - sometimes subject to a fine, 293
- Tenant by curtesy,
 - who may be, 144
 - husband of *donee* in special tail, 146
 - not aliens, or persons attainted of treason or felony, 144. 159
 - denizen having issue after denization, 144
 - his title becomes initiate by birth of issue, 147
 - cannot lose his right by death of the issue, *ib.*
 - must keep down interest on incumbrances, 150
 - entitled to the privileges his wife would have had, I. 149

CURTESY—*continued.*

Tenant by curtesy.

shall perform the lord's services, I. 150

Second husband, when shall not be,

by statute de donis, 146

in gavelkind, when there is no issue, 144

in customary curtesy, when there is no issue, 290

is punishable for waste, by whom, 150

assignee of, when so punishable, *ib.*

Qu. whether exempt from actions for accidental fire, *ib.*

may present to a living, III. 14

of estate in coparcenary was entitled to writ of partition before

its abolition, by stat. 3 & 4. Will. 4. c. 27., II. 396

what leases he may make, IV. 67

of copyhold, sometimes liable to fine on admittance, I. 293

What things are liable to curtesy ;

no estates in land are liable, except those of inheritance, 148

estates in fee, 57. 145

estates tail, 75. 146

except as to second husband, when, 146

conditional fees subject to curtesy before statute de donis, *ib.*

not divested when the estate tail is determined by failure of
issue capable of inheriting the estate, *ib.* exceptions, 165

curtesy of, cannot be restrained by any proviso, 147

estates in coparcenary or in common, *ib.* II. 394. 408

land held in gavelkind, whether there is issue or not, I. 144

a caput baroniæ, or comitatûs, or castle, manor, &c. 145. III.
125

trust estates, I. 147. 407, 408

money directed to be laid out in land, 147

equities of redemption, 148. II. 95

Incorporeal hereditaments, as

advowsons, I. 148. III. 6. the tenant may present, 14

tithes, I. 148. III. 49

commons, I. 148

rents, *ib.* III. 291

rents and services of copyholds, where the wife is seised of
the manor, I. 149

certain offices, III. 102, 103

escheated lands, 417

executory devise, curtesy attaches on the first estate, and is not
defeated by its determination, VI. 374

reversions expectant on estate for years, for the freehold is in
the wife, I. 141, 142. 149. II. 338

What things are not liable to curtesy ;

estate let for life, before the marriage, I. 142. Qu. as to the
rent.

CURTESY—*continued.*

- What things are not liable to curtesy ;
 - estates not of inheritance, as *e. g.* for life of wife, &c. I. 148
 - estates in joint tenancy, 149. II. 375
 - remainders, or reversions expectant on particular estates of freehold, I. 149
 - lands assigned in dower, *ib.*
 - copyholds, except by special custom, *ib.* 290
 - other exceptions, 149
 - dignities, III. 150
 - uses ; for the cestui que use before the stat. 27 Hen. 8. had no legal seisin in the land, I. 342

CUSTOMS,

- as they relate to copyholds and freeholds, I. 266
- how far they must be observed in granting copyholds, 276—279. 308
- how pleaded, III. 392. 424
- distinguished from prescription by immemorial usage, 422, and from an easement, 424
- alienation by custom. See *Alienation.*
- a custom of barring entails of copyholds by surrender or recovery, is good, V. 481
- of the country, as to timber, I. 116, 117., as to underwood, 117
- CUSTOMARY FREEHOLDS**, 42, 43, 44. 254
- distinguished from copyholds, 254
- when the freehold is in the lord and when in the tenant, 255—259
- how recoveries of them were suffered, V. 478
- where there is no custom of surrendering them to the use of a will, they must be devised according to the statute of frauds, VI. 69
- CY PRES**, VI. 151. See *Devise.*

D.**DATE OF A DEED**, IV. 260**DEBTS,**

- real estate liable to, I. 59
- an estate in dower of women (married previously to the 1st of January, 1834,) not liable to debts to the crown, or to private persons, contracted by the husband during marriage, 166
- aliter* of women married since that day, *ib.*
- where a purchaser must see his money applied in discharge of debts, 450
- personal estate first applied to discharge debts, 59. II. 123, 124
- even where the real estate is charged with debts, exception, I. 59

DEBTS—*continued.*

and a testamentary disposition of the personal estate, or charge
of debts on real estate, will not exempt it, 60. II. 125

order in which they are paid, 157

what reversions are liable to debts. See *Reversions.*

an advowson liable to debts, III. 9

land not originally subject to the payment of debts, II. 38

Crown debts,

process for recovery of, I. 60

on death of debtor, *ib.*

no contract with the king necessary to make a crown debtor, *ib.*

king's money in hand, and land-tax in collector's hands, are
crown debts, *ib.* 61

bind lands from the time when contracted, 60.—62. 85

into whatsoever hands they pass, 62. IV. 419. 420

but not in hands of donee in tail for good consideration,
for ancestor's debt contracted after the gift, I. 60, 61

nor in hands of dowress, married previously to 1st January,
1834, for debts to crown contracted after marriage, 166

nor in hands of jointress, 201

an equity of redemption is liable to, II. 102

term for years *bond fide* sold, is not liable to, I. 234

can only be discharged by exchequer quietus, 62

bond fide sale of chattels,

is good after judgment, but not after execution awarded to the
crown, 234

or after execution actually sued out and delivered to sheriff, at
suit of subject, *ib.*

all deeds void as to, IV. 419, 420

elegit for, II. 48, 49

Bond debts,

when the redeemer of a mortgage must pay them, 107

what are assets for discharging them, IV. 93

not a charge on land, II. 108

when the reversion is applied to pay bond debts of settlor, 339, 340

preferred to simple contract debts, IV. 92

are within the recent statutes of limitation, III. 457

Judgment debts,

estate for years subject to them, I. 234

trust estates, 400. 413

copyholds, 284.

reversions, II. 359

bind all the estates of the debtor, as well after acquired as
otherwise, II. 48, 49. 51

when they may be tacked to mortgages, 109. 173, 174

not postponed in equity to mortgages, 158

where postponed to defective mortgages, 167

DEBTS—continued.**Judgment debts,**

bind reversions after estates tail, II. 339

cannot be tacked to mortgages of copyholds, V. 462

Debts by simple contract,

previously to the stat. 3 & 4 Will. 4. c. 104., an estate in fee simple was not liable to, I. 58

except on the bankruptcy of the owner, 13 Eliz. c. 7., and on his death, being a trader, 47 Geo. 3. sess. 2. c. 74. ib. 59

but an estate for years was, 234

but now all estates are liable in the hands of the heir or devisee, 59

postponed to bond debts, IV. 92

Action of debt,

lies against a copyholder for non-payment of fines, I. 303

lay against an heir at law, II. 39

for non-payment of rent, III. 288

lies against a lessee of an incorporeal hereditament, 276

Devise for payment of debts. See *Devise*

conveyance for payment of grantor's debts raises no use in grantee, IV. 101

DECEIT,

finer of lands in ancient demesne were reversible by writ of, V. 240
so were recoveries of such lands, 439

DECLARATION IN WRITING,

to revoke a devise, VI. 80. See *Devise*

DECLARATIONS OF TRUST,

how construed, IV. 258

when a declaration of trust of a term in favour of an incumbrancer is equivalent to an assignment of the term, II. 186

of terms for years, by what rules governed, IV. 349. VI. 394.

See *Executory Devise, Perpetuities.*

DECLARATIONS OF USES,

origin and nature of, I. 366, 367. IV. 118

derived from statute of uses, and transfer the actual possession to the use, 118. I. 367

must be by deed or writing, IV. 118. 126

good without technical words, 119

exception, ib.

how the lands should be described in deed of, and in the fine or recovery, ib.

good without consideration, and why, 120

in a bargain and sale, or covenant to stand seised, no use can be declared, except to the bargainee or covenantee, 112

uses may be declared on a lease and release in fee, 116. 131

who may declare such uses, 131

DECLARATIONS OF USES—*continued.*

- releasee to uses cannot dissent, IV. 131
- are usually inserted in the release, *ib.*
- made prior to fines and recoveries; (*viz.* deeds to lead uses, 120.)
- may be controlled by subsequent deed, when, 121. 127
- circumstances required to invalidate, by subsequent deed, 121
- second deed, how to be executed, 123
- made subsequent to fines or recoveries; (*viz.* deeds to declare uses, 120. 125. I. 367)
- must refer to the recovery in order to declare its uses, IV. 125, 126
- may be controlled by subsequent deed, 125
- modern practice in declaring the uses of fines and recoveries, 127
- conflicting declarations of use in the same deed, *ib.*
- who may declare the use of a fine or recovery, infants, 128. V. 253
- till the fine is reversed for infancy, IV. 141
- married women, 128
- idiots and lunatics, 130. V. 129. 253, 254
- contrary to the grant and render of a fine *sur done*, &c. are void, 99
- are considered as one conveyance with the fine or recovery, IV. 141. V. 186
- a fine to make a tenant to the *præcipe* is good, without a declaration of uses, 291. See I. 371
- the right to make is co-extensive with the estate, IV. 130
- may contain as well powers derived from the statute of uses, as from common law, 135. 178

DEDIMUS POTESTATEM,

writ of. See *Fine*, V. 107. *Recovery*, V. 313. 347

DE DONIS CONDITIONALIBUS. See *Estate Tail.*DEED. See *Title-deeds.*

different kinds of deeds. See *Agreement, Articles of Agreement, Assignment, Bargain and Sale, Bond, Confirmation, Covenant to stand seised, Declaration of Trust, Declarations of Uses, Defeazance, Exchange, Feoffment, Gift, Grant, Lease, Lease and Release, Mortgage, Partition, Recognizance, Release, Surrender.*

powers. See *Powers.*

alienation of lands, IV. 3. See *Alienation.*

unlimited power of, existed in England in the time of the Saxons, *ib.*

subinfeudation, 4, 5

statute of *quia emptores*, 5

fines for alienating lands held *in capite*, 6

abolition of military tenures, *ib.* 7

DEED—*continued.*

- common assurances are,
 - deeds, or matters *in pais*, IV. 7
 - matters of record, *ib.*
 - customary assurances in particular places, *ib.*
 - devises in wills, *ib.*
- nature of a deed, or charter, *ib.*
- deed poll, 8
- indenture, *ib.*
 - copies of, 9
 - distinction between an original and a counterpart, *ib.*
 - variance between a counterpart and the original, *ib.*
 - a counterpart admitted as evidence, *ib.*
- transfers the estate to the grantee without his assent; Exception, in case of a feoffment, *ib.*
- nature of an article of agreement, 10. 258, 259
- Who must be parties, 11
- Who may convey by deed, 12
 - blind, deaf, dumb, &c. persons, *ib.* 26
 - the king, 12
 - the queen consort, *ib.* 13
 - corporations, 13
 - infants, in some cases, 14
 - marriage deed of female infant does not bind unless she assent after her husband's death, 15, 16
 - exception as to jointure, explained, 16. and note (a). I. 195
 - female infant may enter into agreement before marriage respecting her personal estate, IV. 16
 - marriage contracts by male infants, *ib.*
 - covenant by male infant to execute a power of appointing a jointure is good, *ib.* note (b).
 - infant trustees and mortgages, *ib.* 17
 - who is a trustee within 1 Will. 4. c. 60. 17
 - idiots and lunatics in some cases, *ib.*
 - and if they are trustees or mortgagees, equity will direct their committees to convey, 17, 18
 - married women in some cases, 18
- Who cannot convey by deed;
 - infants, 14, idiots and lunatics, 17, married women, 18
 - persons attainted, 20
- who may be grantees, and who may not, 21
- of conveyance to charitable uses, *ib.* 22
- upon what consideration deed may be founded, 23
- of conveyances derived from the statute of uses, I. 365. IV. 24. 97
- of common law conveyances, 45, 46

DEED—continued.

- must be written or printed on paper or parchment, IV. 24, 25
 - before its sealing and delivery, 25
 - filling up blanks after execution, *ib.*
- must be duly stamped to be produced in evidence, *ib.*
- must contain sufficient words, *ib.*
- formal parts of, as premises, recital, habendum, &c. *ib.* 26. 260—276. *See* those articles.
- must be read, if required by any of the parties, 26
 - effect of its not being read or being read falsely, *ib.*
- must be sealed, and in most cases signed, *ib.* 27, 28
- effect of sealing by a stranger, *ib.* or by the party's attorney, 28
- must be delivered by the party or his attorney, *ib.*
 - deed of corporation sealed with their common seal needs no delivery, *ib.*
 - mode of delivery, 29., to whom it may be delivered, *ib.*
 - deed cannot be delivered twice, *ib.* Exception, 19. 29
 - effect of delivery when the date is impossible, 58
 - delivery of a deed as an escrow, 29, 30
- attestation by witnesses, 31
- Construction—general rules applicable to all deeds ;**
 - deeds are construed favourably consistent with the rules of law, 242
 - intention, if clear, will prevail against the strict meaning of words, 243. 247
 - must be made on the entire deed, 244
 - subsequent words added for certainty, refer to the former which are indefinite, *ib.* 271
 - where certainty once appears in a deed, subsequent indefinite words refer to that certainty, 244. 260
 - subsequent words do not defeat precedent ones, if by construction they may stand together, 244
 - but the first is preferred to the latter clause, if they are contradictory, *ib.*
 - when a deed first contains special, and concludes in general words, both shall stand, *ib.*
 - but a particular recital will qualify subsequent general words of release, 245
 - bad grammar does not vitiate, 244
 - the words of a deed will be marshalled so, that that part shall precede which ought to precede, *ib.* 245
 - the same* always refers to the next antecedent, *ib.*
 - aforsaid* does not, *ib.* 246
 - a deed is always construed most strongly against the grantor, 245 273
 - and particularly in a deed poll, 245
 - but the words of an indenture executed by both, are the words of both, *ib.*

DEED—*continued.*

- Construction—general rules applicable to all deeds ;
 - the words of a deed which will bear two senses, are construed in that sense which is conformable to law, IV, 245, 246
 - and* is sometimes *or*, in order to support the parties' intention, *ib.*
 - ancient charters must be taken according to ancient usage, *ib.*
 - no estate arises by implication in a deed, but a use may, *ib.*
 - deeds are not construed by the acts or sense of the parties, *ib.*
 - where the words of a deed are so uncertain that its intention cannot be discovered, it is void, *ib.*
 - words in a deed evidently repugnant to the other parts of it, and to the general intention of the parties, will be rejected, 247
 - an evident omission or mistake will be supplied in a deed, *ib.* 323, 324
 - some operation is always given to a deed, when it cannot operate as intended, 248
 - where a deed may enure in different ways the grantee shall elect which way to take it, 251
 - averment founded on parol evidence,
 - cannot in general be admitted to contradict or vary a written agreement, 253
 - but may be admitted to support or explain them with respect to collateral matters, 254, or to prove another consideration, 255
 - or where there is a latent ambiguity, *ib.*, or fraud or mistake, 256
 - where a deed operates by estoppel, *ib.*
 - of conveyances to uses, is to be the same as that of common law conveyances, and not according to the intention, as in case of wills, 257
 - so of declarations of trust, 258
 - of articles of agreement, 11. 258, 259
- Construction of the formal parts of a deed ;
 - date of a deed,
 - placed at the beginning in an indenture, in a deed poll at the end, 260
 - priority of, 261. 445
 - parties to a deed, 261
 - how to be described, *ib.*
 - having several Christian names, *ib.* 262
 - eldest son of duke, marquis, &c. how named, 262
 - wife, bastard, eldest son, issue, heirs, right heirs, heirs female, corporations, how described, *ib.* 263
 - recital, and consequence of misrecital, 263, 264
 - general recital does not estop, but particular recital does, 264
 - evidence of a lost deed, when, *ib.*

DEED—*continued.*

- Construction of the formal parts of a deed ;
 - consideration, and receipt for it, if pecuniary, IV. 264
 - the grant or release of the land to be transferred, *ib.*
 - description of the lands and things granted, 265
 - effect of erroneous additions to the description, 269
 - effect of correct addition to an erroneous description, 270
 - clause respecting the title deeds, 271
 - exception and its requisites, *ib.*
 - the habendum, 272
 - no person can take by, if not named in the premises ; exceptions, *ib.*
 - nothing can be limited in, which has not been given in the premises, *ib.* 273
 - but may abridge, or qualify, and enlarge them, 274
 - sometimes not controlled by the premises, 275
 - words of limitation and purchase. See *Rule in Shelley's Case.*
 - when the word *heirs* is a word of limitation, 275. 305
 - when a word of *purchase*, 312. 325. 327, 328
 - what words restrain the word *heirs*, 279
 - heir*, in the singular, is a word of purchase, 312
 - the word *issue* is not a word of limitation, and will not create an estate tail, *ib.*
 - what words create an estate in fee ;
 - the word *heirs* absolutely necessary, 277, 278
 - cases in which the word *heirs* is unnecessary, 278, 279. V. 95, 96. 320
 - thus the word *heir* may be *nomen collectivum*, IV. 278
 - what words create an estate tail ;
 - the word *heirs* is necessary, 279
 - and a grant to a man and his *seed*, or to the *issues* or *children* of his body only, give an estate for life, *ib.*
 - the general import of the word *heirs* may be restrained to the lineal descendants of the grantee, *ib.*
 - by what words, though untechnical, *ib.*
 - the word *heir* may in a special case create an estate tail, 280
 - limitation to A. and his heirs with remainder over, by equity of the statute *de donis*, 281
 - limitation to a man and his wife, and the heirs of their bodies, 282
 - distinction between heirs of the body, and *upon* or *on* the body, 283
 - effect of a limitation to the heirs of the body of A., 284
 - usual mode of limiting estates tail in settlements, 285, 286
 - what words create an estate for life. 287, 288
 - what words create an estate for years or at will, 288
 - what words create a joint tenancy, *ib.* II. 364

DEED—*continued.*

Construction of the formal parts of a deed ;

what words create a tenancy in common, II. 399, 400.

IV. 292

what words create cross remainders, 298

cross remainders cannot be implied in a deed, *ib.*, but may in articles, 302

application of the rule in Shelley's case, to construction of deeds, 305. See *Rule in Shelley's Case.*

perpetuities, 330. See *Perpetuities.*

of the *reddendum*, 352

Condition,

by what words created, 352.

Warranty in a deed. See *Warranty.*

described, 26

general warranty for the title, is now disused, 377

express warranty and its requisites, 355

implied warranty, 356

lineal warranty, 358

only binds the heir where he has assets, 359

effect of, as to estates tail since stat. de donis, 361

collateral warranty, 359, 360

previously to stat. 3 & 4 Will. 4. c. 74. s. 14. barred estates tail and remainders, 362. I. 92, 93

but not the reversion, IV. 363

as restrained by the statute of Gloucester, 361

where not affected by the stat. de donis, *ib.* 362

of a tenant in dower, is void, 365

of a person having no estate of inheritance, is void, *ib.*

how destroyed, 366

Covenants,

nature of described, 367

a covenant is generally an agreement to do something *in futuro*, *ib.*

where an agreement terminates in itself, it is not properly a covenant, but a defeazance, *ib.*

can only be created by deed, which may be deed poll or indenture, 368

bind the person who does not seal, or is not party to the deed, when, *ib.*

may be created without technical words, *ib.*

are construed,

most strongly against the covenantor, 369

according to the intent of the parties, *ib.*

ut res magis valeat quam pereat, *ib.*

to be performed within a reasonable time, where no time is limited for performance, *ib.*

DEED—*continued.*

Covenants,

implied covenants, as for quiet enjoyment, payment of rent,
&c. IV. 369

determine with the interest of lessor, *ib.*

express covenant qualifies the generality of an implied one,
370

joint and several covenants, *ib.*

words of, by lessees at beginning of lease, rule all their sub-
sequent covenants, 371

Covenants real,

described, 371

distinguished from covenants personal, 372

covenant for title is a covenant real, 381

run with the land, and bind grantee or lessee, his heirs, devisee,
or assignee, *ib.* II. 85, 86

assignee of grantee or lessee is entitled to benefit of covenants
real of lessor, IV. 372, 373

and the grantor, lessor, or his heir, may sue thereon, 373

but heir of tenant for life is not entitled to benefit of covenants
made with lessor, 372

grantees, lessees, &c. of farms, &c. have like remedy against
grantees of the reversions as against their grantors, (32
Hen. 8. c. 34. s. 2.) 373

grantees of reversions are entitled to the benefit of covenants,
(*ib.* s. 1.) 375. II. 34, 35. See *Condition.*

equity will assist an assignee in enforcing, against all persons
claiming under grantor of estate, IV. 373

do not bind an under tenant, who is not an assignee of the whole
term, 374

assignee of the whole term is entitled to, though the rent is re-
served to the original lessee, 375

bind the assignor in favour of his lessor, notwithstanding assign-
ment and acceptance of rent, *ib.*

mortgagee of a lease by assignment is liable to covenants, though
he never entered or became possessed in fact, II. 86

General and specific covenants ;

covenant to settle lands, when a specific covenant, and a lien
thereon, IV. 376

usual covenants for title to lands,

that grantor is seised in fee, 377

and hath good right to convey, *ib.*

for quiet enjoyment,

do not extend to the tortious eviction of strangers, unless
the covenant be express, 378

in conveyances to uses, 379

free from incumbrances, 380

DEED—continued.

General and specific covenants ;

- for further assurance, IV. 380, 381
- are real, and run with the land, 381
- are now usually restrained, 382
 - and such restrictions are shaped according to the nature of vendor's title, 384
- what persons are held to claim under the vendor, 386
- who are bound to covenant for the title, 388
- remedies of purchasers under these covenants, 389
 - by action of covenant, *ib.*
 - by action for money had and received, 390
 - there is no remedy at law or equity unless there is fraud in concealing the defect of the title, *ib.*
- usual covenants in assignments of leaseholds, 392
- covenants by vendor for production of title deeds, *ib.* 393
- for renewal of leases, 393
- are inserted in modern deeds of partition, 77
- usual exception in covenants to repair, that tenant shall not rebuild in case of accidental fire, I. 133. 233
- effect of a covenant, that jointure lands are of a certain yearly value, IV. 149, 150
- covenant for payment of mortgage money, II. 68. 138, 139
- covenant that a mortgagor shall remain in possession, 80
- covenant that lands mortgaged shall be a security for money subsequently borrowed, 157
- action of covenant lies for non-payment of rent, III. 288
- the covenants required by a power of leasing must be inserted in the leases, IV. 176
- a covenant from a tenant in tail not to suffer a recovery, binds the assets of the covenantor, V. 382

Writ of covenant. See *Fine*.

How deeds are avoided at law ;

- by grantee's disclaimer by deed, IV. 404
- by disagreement, 406. by duress, 407
- by erasure, addition, or interlineation, *ib.*
 - but not if the alteration be made by a stranger, or mere spoliator, *ib.*
 - or by some of the parties, if their situation is not affected by the alteration, *ib.* note (*b*).
 - nor a blank filled up after execution, 408
- formerly by breaking off the seal ; exception, *ib.*
- by cancelling, *ib.*
- by averment of usury, 409

Equity avoids deeds,

- obtained by fraud, 410. or by misapprehension of the party, 411
- for inadequacy of consideration, when, *ib.*

DEED—*continued.*

- Equity avoids deeds,
 - given for procuring marriages or appointments to offices of trust, &c. IV. 411
 - where trustees, assignees of bankrupts, and solicitors to a bankrupts' commission, buy the estate, 412
 - of gift or gratuity to an attorney, while continuing to manage the donor's affairs, *ib.*
 - made by persons of a weak or deranged understanding, when, *ib.*
 - made in derogation of the rights of marriage, 413
 - or for an immoral consideration, *e. g.* for the price of future prostitution, 417
 - or if given by a married man to a woman, who knowing him to be married, was seduced by him, 419
 - but not if given for securing an annuity or sum of money for support of a person seduced, without any view to future cohabitation, 418
 - or if the bond is given on account of former cohabitation, *ib.*
- all deeds are void as to crown debts, 419, 420
- alienations before acceptance of office, are good, 421
- the crown is entitled to a term attendant on the inheritance, *ib.* I. 429.
- What deeds are void in favour of creditors and purchasers; statutes in favour of creditors and purchasers, (13 & 27 Eliz.) IV. 423
- what deeds are void by 13 & 27 Eliz. 424
 - deeds made with intent to defraud creditors, though made on a valuable consideration, *ib.*
 - but they are good against the grantors, 424
 - badges of fraud in, *ib.*
 - no creditor can avoid a fraudulent conveyance unless his debt affects the land, 425
 - deeds made with express intent to defraud purchasers, *ib.*
 - mere continuance in possession after conveyance executed, when not fraudulent, *ib.*
 - notice to subsequent purchaser of the preceding fraudulent conveyance, will not hinder him from invalidating it, *ib.*
 - voluntary conveyances, or conveyances without pecuniary consideration;
 - are void against existing creditors, 426
 - but not against future creditors, unless also fraudulent, *ib.* 427
 - by way of settlement. See *Settlements.*
 - void against subsequent *bond fide* purchasers for valuable consideration, 427
 - though with notice, 428
 - with power of revocation, 431

DEED—continued.

- What deeds are void in favour of creditors and purchasers :
 - bad against subsequent purchaser for valuable consideration, IV. 431
 - what amounts to such power of revocation, 432
 - exception to the rule, *ib.*
- who are deemed 'subsequent purchasers' within 27 Eliz.
 - purchasers for money or other valuable consideration. IV. 433
 - mortgagees and lessees at rack rent, *ib.*
 - voluntary conveyances bind the parties, 434
 - though destroyed by grantor, 435
 - and are good as to subsequent voluntary conveyances, 434
 - and wills, 435
 - and if the conveyance be of lands not the property of the grantor, will be construed an agreement to settle lands of equal value, 436
 - proviso in favour of deeds made on good consideration, *ib.*
 - settlements before, and in consideration of, marriage, *ib.*
 - or made after marriage, in pursuance of agreement entered into before marriage, or in consideration of an additional portion, 437
 - but a mere recital of the agreement is not evidence against creditors of its existence, *ib.* n.
 - how far the consideration of marriage extends, 442
 - settlement by a widow on her children, 443. See *Settlement.*
 - purchase by a woman from her husband, 441. n.

Registering deeds :

- account of the Register Acts, 445—447
- utility of these acts, 459, 460
- an appointment under a power is a deed or conveyance within the acts, 448
- wills of lands may be registered under these acts, 447. VI. 9, 10
- the acts do not extend to copyholds, or leases at rack rent, or leases not exceeding 21 years, where the occupation goes along with the lease, IV. 447
- not to chambers in Serjeants' Inn, the inns of court or chancery, nor to tenements in London, *ib.*
- every deed under which a party claims must be registered : thus the registering an assignment is not a register of the lease, 449
- registering a second mortgage is not constructive notice to the first mortgagee, who may advance more money on the first mortgage, *ib.* 450
- notice to subsequent purchaser, at the time of purchase of a prior incumbrance, takes away the effect, 452
- where a subsequent purchaser has notice of a prior incumbrance at the time of his purchase, his registering the second deed will not avail, 453

DEED—continued.**Registering deeds ;**

- the notice must be fully proved, IV. 458, and nothing short of fraud will avail against the act, 459
- register of annuities granted in England, 461
- register of conveyances of land situate within the Bedford level, ib. 462

Enrolment of a deed,

- does not make it a record, but as a private act of the parties, makes it a deed recorded to be kept in memory, 462
- makes it conclusive evidence against the party enrolling, ib.

DEFEAZANCE,

- described, and in what different from a condition, 89, 90
- must be *in eodem modo* with the deed to be defeated, and must recite it, 90
- different kinds of, ib.
- distinguished from a covenant, 367

DELIVERY OF A DEED, 28**DEMAND,**

- force of this word in a release, 78

DEMANDANT IN A RECOVERY, V. 270

- may counterplead the voucher, 311

DEMESNE, ANCIENT. See Ancient Demesne.**DEMESNE, AS OF FEE,**

- pleading by the king, I. 54

DENIZATION,

- effects of, in the case of descents, as distinguished from naturalization, III. 322
- may have a retrospective operation, IV. 21
- denizens may be freeholders, I. 53
- may hold lands purchased after denization, IV. 21
- may be tenants by curtesy in respect of issue had after denization, I. 144
- are entitled to dower, 159

DEODANDS, III. 257. 261**DEPUTY OF AN OFFICE, distinguished from an assignee, 105, 106****DESCENDANTS, who will take under this word in a devise, VI. 172, 173****DESCENT,**

- nature of descent, III. 318
- descent cast on heir of disseisor, &c., previously to 3 & 4. Will. 4. c. 27. tolled right of entry, when, 313. 435, 436
- acquiring title to real property by, 317. 396
- what goes to the heir by, 318
- consanguinity or kindred, defined, 319
- lineal and collateral, ib.

DESCENT—*continued.*

consanguinity or kindred,
method of computing by the canon law, which our law has
adopted, III. 319

Heirs,

must be legitimate, *ib.* See *Bastard.*
and natural born subjects, 320. or persons naturalized by act of
parliament, or made denizens by patent, 322
persons born out of His Majesty's ligeance, whose fathers and
grandfathers were natural-born subjects, are like subjects,
and capable of inheriting, 321
title may be deduced from one ancestor through another who
was an alien, 322
or through one naturalized, or made denizen, *ib.*
effect of naturalization and denization, *ib.*

Persons attainted of high treason,

cannot inherit, nor before the stat. 3 & 4 Will. 4. c. 106. could
transmit, *ib.* 398

and by corruption of the hereditary blood previously to stat.
3 & 4. Will. 4. c. 106. obstructed the descent of lands
to such of their posterity as deduced title through them,
323. 325, 326

except to issue in tail in case of an estate tail, 386. I. 90

and previously to stat. 54 Geo. 3. c. 145, an attainder of any
species of felony was attended with the same consequences,
III. 322, 323

but a descent may now be traced through an attainted person,
325, 326

a person might inherit from one parent, though the other was
attainted, 323

descent between brothers is immediate, 325

Rules or canons of descent of estates in possession ;

I. *inheritances, or lands held in fee simple, descend line-
ally to the issue of the person who last died actually
seised*, 327

explained, 330

nemo est hæres viventis, 328

distinction between heir apparent and heir presumptive, *ib.*

previously to stat. 3 & 4. Will. 4. c. 106. no person could be
such an ancestor that an inheritance could be derived
from him unless he died seised ; for *seisina facit sti-
pem*, *ib.* 329

seisin in deed obtained by entry, was previously to stat. 3
& 4 Will. 4. c. 106. necessary in order to transmit lands
to an heir, 329

and a party must have received a rent, and presented to a
church, before he could become the stock of a descent, *ib.*

DESCENT—*continued*.

Rules or canons of descent of estates in possession :

exceptions, where heir took by descent though ancestor was not seised ; *e. g.*

where the ancestor acquired an estate by his own act, III. 329

when an heir may take by descent in case of an exchange, *ib.*

trust estates, or equitable interests, not disposed of by will, *ib.* 330

a descent to the person who is heir at the ancestor's death may be defeated by the birth of a nearer heir, 330

exclusion of the ascending line previously to stat. 3 & 4 Will. 4. c. 106. *ib.* 331

unless the child was cousin to his father or mother, 331

II. *male issue is admitted before female*,

but daughters succeed before collateral males, 332

explained, *ib.*

III. *of several males, all being in equal degree, the eldest inherits, but females, in like degree, inherit all together*, *ib.* 333. See *Coparceners*.

IV. *right of representation*.

rule described, 333.

takes place in customary descents, 388

and in descents of copyholds, 389

V. *collateral descents*,

rule described, 334

effect of fines on, V. 161

the heir must be of the blood of the first purchaser, III. 335

descents *ex parte paternâ et maternâ*, 337

what acts before the stat. 3 & 4 Will. 4. c. 106. altered *ex parte* descents,

a feoffment, 338

a renewal of a lease for lives, *ib.*

descent of an equitable and a legal estate, the one *ex parte paternâ*, the other *ex parte maternâ*, 339

devise to an heir at law in some cases, 338. VI. 125—127

and since the above statute ;

all devises to heir at law, III. 338. VI. 127

and any other assurance, III. 338

what did not alter such descents previously to stat. 3 & 4 Will. 4. c. 106

a feoffment to the use of feoffor, or without a declaration of uses, 341

but a conveyance of a particular estate does not alter descent of reversion, 340

a fine in some cases, 341. 383. V. 222

and also a recovery, III. 341. V. 399

where the use resulted, III. 341

DESCENT—*continued.*

Rules or canons of descent of estates in possession,

VI. *proximity to collateral ancestor last seised must be by whole blood*, III. 341

previously to stat. 3 & 4 Will. 4. c. 106. the half blood was excluded, III. 342, 343

but may now inherit, 343. 398

the ancestor must have been actually seised in deed to exclude the half blood, 344

what seisin made a *possessio fratris*, ib. 390

to what estates this doctrine applied, 350. 429

trust estates, for they descend in the same manner as legal estates, I. 407. III. 339. 350

an equity of redemption, II. 92

advowsons, III. 350. what seisin was necessary, ib.

tithes impropriate, 49. 350. what seisin was necessary, ib.

rents, ib. what seisin was necessary, ib.

offices, courts, liberties, franchises, and commons of inheritance, 351

remainders and reversions, where an act of ownership had been exercised, 382, 383

lands held in gavelkind, 387

copyholds, 389

uses, how descended before the statute, I. 344

possessio fratris applied to, III. 350

VII. *male stocks are preferred to female in collateral inheritances*, 351

mode of tracing an heir at law, ib. 352

observations on Blackstone, 354

of estates in remainder and reversion :

remainders and reversions previously to stat. 3 & 4 Will. 4. c. 106. descended to the heirs of the first purchasers of them, at the time when they come into possession, 378, and why, 379

but now descend to the heir of the person last entitled, 380

no exclusion of the half blood took place, ib. 381

but an act of ownership, exercised over his estate by a remainder-man or reversioner, operated as a seisin, so as to make him a new stock of inheritance, 382, 383

descent of contingent remainders, II. 331

of estates tail, III. 385

an estate tail descends to the lineal heirs of the original donee, or first purchaser, ib.

and the half blood is not excluded, 386

not impeded by corruption of blood, ib. I. 68

nor governed by the maxims, *seisina facit stipitem*, or *possessio fratris*, III. 386

DESCENT—*continued.*

- of lands held in gavelkind,
 - is among the sons as coparceners, and in their default, among all the daughters, in like manner, III. 387
 - and a female may inherit, together with males, by representation, III. 387
 - previously to stat. 3 & 4 Will. 4. c. 106. excluded the half blood, 388
 - cannot be altered by any limitation of the parties, 389
 - of lands held in Borough English,
 - the custom of descent to the youngest son extends to estates tail and descendible freeholds, 388
 - right of representation takes place in, *ib.*
 - does not extend to collateral descents, as *e. g.* between brothers; exception, 389
 - cannot be altered by limitation of the parties, *ib.*
 - of lands held by copy of court roll, or copyholds,
 - is in general the same as that of estates held in socage, *ib.*
 - but may be otherwise by custom, *ib.*
 - right of representation takes place in, 390
 - descent *ex parte paternâ et maternâ*, *ib.*
 - previously to the late statute on descents, half blood excluded, *ib.*
 - the estate acquired by the heir's entry before admittance, was a seisin sufficient to establish a *possessio fratris*, *ib.*
 - possession of a lessee is possession of copyholder, I. 288. III. 391
 - finer are due on, I. 292
 - customary descent in general,
 - construed strictly, III. 391, 392
 - special customs of descent must be specially pleaded except gavelkind and Borough English, 392
 - by what evidence to be proved, 393
 - of a feud, I. 14
 - rules by which it was governed, *ib.* and see III. 385
 - of an equity of redemption, II. 94
 - of offices, III. 98, 99, 351
 - of dignities, 186. 188, 189, 218
 - of estates by prescription, 429
 - of an estate limited to the heirs of the body of A., IV. 284
 - distinction between descent and purchase, III. 397
- DESIRE, words of,
- do not create a devise, VI. 158
 - where they will raise a trust in a devise, 161
- DE VENTRE INSPICIENDO, III. 320
- DEVEST. See *Bargain and Sale, Covenant to stand Seised, Lease and Release.*
- meaning of the word, V. 225
 - divesting of remainders limited by way of use, II. 262

DEVEST—continued.

- rent cannot be divested, III. 294, 295. 453
- nor can a right of way or common, V. 228
- no estate which was not divested could be barred by a fine and non-claim, 225

DEVISE,

- origin and nature of devises, VI. 3
- etymology of the word devise, ib.
- statutes of wills, 4, 5
- nature of a devise under these statutes, 6
- distinguished from a testament, ib.
- of a codicil, 6. See *Codicil*.
- no particular form necessary for will or codicil, 7
- transfers the freehold, ib.
- imports a consideration, ib.
- imports a bounty, and not a satisfaction, I. 178. 214. 218. 377
- of real estate is a bar to dower, 161
- is void against creditors, VI. 8
- need not be proved in the ecclesiastical court, 9. Exception, ib.
- may be proved in chancery, 70
- a will executing a power retains all its properties, IV. 196
- the original will must be produced in evidence, VI. 9
- may be registered in Yorkshire and Middlesex, ib. 10
- Who may devise, 12
 - the king, ib.
 - the queen consort, 13
- Who are disabled from devising, 13
 - infants, unless by special custom, 5, 6. 13
 - an infant may devise the guardianship of his children, 13
 - married women, ib. Exception, ib.
 - idiots, and persons of nonsane memory, 14
 - the proof of idiocy, or nonsane memory, lies on the party charging it, ib.
 - a woman whose husband is banished for life by statute, or has abjured the realm, may devise, 13, 14
 - a removal of disabilities does not establish a will made during such disabilities, 14
- Who may be devisees. See *Devisee*.
 - must submit to the whole will, 16
- What may be devised,
 - estates in fee simple, 22
 - conditional and base fees, ib.
 - estates for lives, ib. 23
 - chattels real, 23
 - a use was devisable before statute 27 Hen. 8. c. 10. I. 344. VI. 23
 - trust estates, 23. 67
 - lands contracted for, 23

DEVISE—continued.**What may be devised,**

there must be express articles, or an agreement, binding within statute of frauds, VI. 33

a parol agreement, confessed so as to bind the parties, notwithstanding statute of frauds, is good, 24

devisor must continue seised of, or well entitled to the lands, from the making his will to his death, 33

an equity of redemption, 25. II. 94

mortgages, VI. 25

advowsons, 26

any number of presentations may be devised, *ib.*

rents, *ib.*

tithes in the hands of laymen, *ib.*

franchises, *ib.*

contingent estates and interests, *ib.* 27. II. 333

but the person must be ascertained, VI. 27

terms for years, acquired after the execution of a will, pass by it, 34

a reversion, 384

estates *pour autre vie*, 22, 23

a rent granted *pour autre vie*, III. 290

lands allotted subsequently to the will, VI. 32

copyholds. See *infra*, *Devises of Copyholds*.

What cannot be devised,

mere possibilities, without any interest, 29

share of estate held in joint tenancy, if will made before partition, *ib.*

rights of entry, 30

What seisin required in the testator,

he must be seised, or entitled at the time of making the will, and continue so till his death, 33

exceptions,

tenancies escheated—copyholds purchased, 33, 34

terms for years, 34

Circumstances required by the statute of frauds, 47

writing, *ib.*

the devise must be reduced into writing before the death of the testator, *ib.*

the will may be written at different times, and on different sheets of paper, *ib.*

signing und sealing, *ib.*

if the testator's name be written by himself, in any part of the will, it is sufficient, 48

Qu. whether sealing is a sufficient signing, *ib.*

the want of signing all the sheets cannot be supplied, *ib.*

a declaration of a testator, before witnesses, that a paper was his will, held equivalent to signing it before them, 49—51

DEVISE—*continued.*

Circumstances required by the statute of frauds,

Attestation,

by three witnesses, VI. 49

where a testator owns his hand-writing before the witnesses, it is sufficient, *ib.*

an attestation by witnesses setting their marks is good, within the statute, 51

whether wills and codicils must be separately attested, 57

of codicil, establishes will, when, 58

the witnesses should see the whole, 51

the witnesses must attest in the presence of the testator, 53

the attestation need not mention that the witnesses subscribed in the presence of the testator, but the fact triable by jury, 54

the witnesses may attest at different times, 55

who may be witnesses, 60

trustees and executors taking no beneficial interest, *ib.* 61

a person cannot empower himself to give lands by a will or codicil not duly attested, 62, 63. 65

Publication, 61

delivery of a will as a deed is sufficient, 62

What devises are within the statute of frauds :

wills that charge lands, 63, 64

except wills or codicils giving legacies, 64

wills of trust estates, 67

wills of mortgages and equities of redemption, *ib.*

wills of customary freeholds, where there is not a custom of surrendering them to the use of a will, 69

wills of terms for years, attendant on the inheritance, 70

but not wills of copyholds, 68. Exception, *ib.* 69

or of terms for years not attendant, 69, 70

wills made abroad are within the statute, 70

the execution of a will may be proved in chancery, *ib.* 71**Revocation :**

all devises of lands are revocable, 72, 73

by what methods, as pointed out by statute of frauds, 73

express revocations :a subsequent will revoking, or inconsistent with, a former one, *ib.*

a subsequent will not always a revocation, 74

where the revocation proceeds on mistake or deception, 82

but if the revocation proceeds on doubt it will be good, *ib.*

where the contents of a subsequent will are unknown, it is not a revocation, 74, 75

although a subsequent will be void, from the disability of the devisee, it will be a revocation, 73

two inconsistent wills of the same date are void, 78

a second unattested will revokes legacies, 79

a codicil has the same effect as a subsequent will, VI. 80

DEVISE—*continued.*

Revocation :

- a declaration in writing, *ib.*
- which must be of an actual revocation, not merely of an intention to revoke by some future act, 82
- a written declaration signed by testator in the presence of three witnesses, 80, 81
- the witnesses need not subscribe in the presence of the testator, *ib.*
- cancelling :
 - when cancelling is a revocation, 83
 - the will must be cancelled by the testator, or by his direction, 84
 - an intention to cancel is sufficient, *ib.*, if the will is not entirely destroyed, *ib.* 85

Express revocations :

- an obliteration of part does not revoke the whole, 86
- where there are duplicates, cancelling one part revokes the other, 89

Implied revocations :

- marriage and birth of a child, *ib.* if not rebutted by other circumstances, *ib.* 90
- marriage and birth of a posthumous child, 90
- Qu. whether either singly is a revocation, 92
- marriage is a revocation of a woman's will, *ib.*
- where a woman survives her husband, marriage is only a suspension, *ib.*
- an alteration of the estate, *ib.* 93
- an alienation to a stranger, 93
- contract for sale, *ib.*
- though rescinded after the testator's death, 94
- an intended alienation, *ib.*
- an alienation to the use of the testator, 95
- an alienation to strengthen a devise held to be a revocation, 96
- a fine, *ib.* V. 219
- a common recovery, 398. VI. 96
- but not a conveyance to trustees for payment of debts, 96
- Modern doctrine of implied revocations,
 - any conveyance inconsistent with the devise, 98
 - an alteration in the nature of the estate is a revocation, 92, 93. 112, as, by exchange, 103
 - parol evidence cannot be admitted against a revocation, *ib.*
 - a fraudulent conveyance is not a revocation, 104
 - nor a void deed, 105. n. Exception, *ib.*
 - nor is bankruptcy a revocation beyond the purpose of paying creditors, 111
 - nor an alteration of the quality of the estate, 105
 - nor the change of a trustee, 107
 - nor a partition, *ib.* 108., unless it extend to other things, 108
 - a devise of an equitable estate not revoked by a subsequent acquisition of the legal estate, 105

DEVISE—*continued.*

Partial revocations :

- a lease of lands devised is a partial revocation, VI. 109
- a mortgage in fee is only a revocation *pro tanto*, 110
- and also a conveyance for raising money to pay debts, *ib.*, unless any further trusts are declared, *ib.* 111
- bankruptcy, 111

Revocations of devises of leaseholds :

- a surrender and renewal is a revocation, 111
- the purchase of a reversion expectant on a lease for lives is a revocation, 112
- renewal of a term of years, when specifically bequeathed, *ib.*

Re-publication ;

- nature and effect of, 114
- a re-execution is a re-publication, *ib.*
- in what cases a codicil is a re-publication, *ib.*
 - when it is duly attested, and is annexed or refers to a will, *ib.*
 - if a contrary intention does not appear, 115
 - where it is confined to lands devised by the will, it will not be a re-publication so as to pass after-purchased lands, 120
- a surrender of a copyhold to the use of a will may operate as a re-publication, so as to pass the surrendered copyhold, 122
- when a re-publication affects lands purchased between the devise and re-publication, 123
- cancelling a second will re-publishes a former uncanceled will, 121
- though the second will expressly revokes the first, 122
- but a will once cancelled must be re-executed, *ib.*
- a re-publication, after the death of a devisee in tail, will not give any estate to the issue of the devisee, 132

Devises of copyholds,

- not within the statutes of wills, 35. 68
- copyholds are devisable by surrender to uses, 35
- a custom to the contrary is void, *ib.*
- effect of such surrenders, 36
- the devisee has no title till admittance, 37
- the devisee must pay the accustomed fines, I. 294
- the surrender only affects the estate which the copyholder has at the time of making his will, VI. 37
- a surrender is now unnecessary, 55 Geo. 3. c. 192. 38. 205 ; exception, 38
- who may devise, 42
- heir before admittance, 43
- a surrender by a feme sole is suspended by her coverture, 42, 43

DEVISE—*continued*

Devises of copyholds :

a surrender by husband and wife to the use of the wife's will is good, VI. 43

what estate in a copyhold may be devised, 43, 44

joint tenancy, *ib.*

a surrender to the use of a will bars an entail, 38

an equitable interest is devisable without a surrender, 40

unadmitted devisee or surrenderee cannot devise, 43

an equitable entail is not barred by a devise, 41

devisor of a reversion must be admitted, 44

unless reversion granted by the lord, *ib.* 45

a devise of the trust of a copyhold not within the statute of frauds, 68, 69

where the surrender requires an attestation, the will must be attested, 69

a surrender to the use of a will may operate as a re-publication of a former will, so as to pass the surrendered copyhold, 37. 122

what words are necessary to pass copyholds, 204

application of the rule in Shelley's case, 289

Devises of terms for years :

a term purchased after the execution of a will passes by it, 34

a term for years in lands cannot be created by will not duly executed, 63, 64. 70

so a term attendant, only passes by will duly executed, 70

a general devise passes the whole estate of the devisor, 229

a devise to a person and the heirs of his body, is a disposition of the whole term, *ib.* 230

a devise over after a devise for life may be good as an executory devise, 230

when a devise to a person, for a day, &c., is a disposition of the whole term, *ib.*

application of the rule in Shelley's case, 290

executory devise of a term. See *Devise—executory.*

revocation of a devise of a term by surrender, and taking a new lease, 111

effects of a devise in barring dower, I. 178—185. VI. 7

a devise not a bar of jointure, I. 210. VI. 7

a devise sometimes taken in satisfaction for jointure, I. 220, 221

Qu. whether a devise to uses can operate by the statute of uses, 367, 368

no use results on a devise, 377

distinction between a devise to a person in trust to *pay* over the rents and profits to another, and a devise in trust to *permit* another person to receive the rents and profits, 384, 385

devise in trust for a married woman, 385

DEVISE—continued.

- effects of a devise over on breach of condition, II. 14, 15
- a devise of lands will destroy contingent uses, 278
- but not a devise of portions out of land, *ib.*
- a devise of a reversion expectant on an estate tail is fraudulent as against creditors, 340
- a devise will not sever a joint tenancy, 382
- a devise bars an escheat, III. 400
- statute of fraudulent devises, VI. 8
- Devises which are void *ab initio* :
 - previously to the recent stat. on inheritance a devise to an heir at law, III. 338. VI. 124. 127
 - although charged with debts, 125
 - he must have been sole heir to make the devise void, *ib.*
 - a difference between the estate given to him and that which he would have taken by descent, made the devise good, 126
 - a devise to daughters as joint tenants made them in by the devise, *ib.*
 - a devise to the heir at law, and another as tenants in common, did not prevent the heir from taking by descent, 127
 - but now all devisees take by purchase, *ib.*
 - a devise to charitable uses, 128. Exceptions, 16
 - where fraud has been practised on the testator, 128
- Devises which become void by matter subsequent :
 - where the devisee dies before the devisor, 128
 - a re-publication after the death of a devisee in tail will not give any estate to the issue of such devisee, 132
 - devises may be void for uncertainty, 133
 - the death of the devisee, being a trustee, does not render the devise void, 132
 - on a lapsed or void devise the estate descends to the heir, 133
- Charged with debts,
 - a devise upon trust to hold lands until debts are paid, gives but a chattel, I. 157. 223. V. 275. VI. 361
 - where applied to discharge a mortgage, II. 126
 - a devise to executors for and until payment of debts, does not prevent the vesting of the freehold, V. 275
 - did not make an heir at law a purchaser, VI. 125
 - gives an estate in fee simple, 222
 - what words make lands liable to debts, 354
 - origin of the custom of devising lands to executors for payment of debts, 360
- Construction,
 - the intention must be effectuated, 135. I. 370
 - words rejected or supplied, VI. 138. 150
 - the word or construed *and*, 144

DEVISE—continued.

Construction,

the word *and* construed *or*, VI. 147

and and *or* construed literally, 148

estates sometimes transposed, *ib.* 149

contradictory devises, 149

a perpetuity cannot be created by will, *ib.*

a proviso restraining alienation generally, is void, *ib.* 152

otherwise if particular, 149

construction *cy pres*, 151

no averment allowed to explain a will unless there is an *ambiguity latens*, 153

immaterial whether the testator has the legal estate or not, 156

what words create a devise, 157

the technical words are, "give and devise," but other words will answer, *ib.*

a mere recital is not a devise, 158

words of advice or desire do not create a devise, *ib.* 159

but sometimes a trust in equity, 158. 161

devises by implication, 163

where a provision is made until a certain event, and adding nothing further, 164

where the happening of a given event is not provided for, but the not happening of the event is, 165

what words describe the devisees, 165. See *Devisee*.

description of the things devised, 174

need not be minute, *ib.*

where a technical word not applicable to anything the testator has, is used, it will be allowed to affect the property which the testator has, 185

a mistake in the description of a place will not invalidate a devise, 182

what pass by the words *lands*, *tenements*, and *hereditaments*, 174

a reversion, 194, 195

not a mortgage where there are other things to which the words may apply, 201, 202

what pass by the word *estate*, 175

when it is confined to personalty it will not be construed to extend to real property, *ib.* 176. 181

but the words *personal estate* will sometimes pass the realty, 177

effect of the words *testamentary estate*, 217

where the word *estate* is used only to describe a local situation, it will not pass a fee, *ib.*, but only an estate for life, 270

what pass by the words *all my lands*, 174

by the words *all my rents*, 176

by the words *messuage and house*, 175

DEVISE—*continued.*

Construction,

- by the words *all I am worth*, VI. 176
- by the word *legacy*, *ib.*
- by the words *residue of estate, property, or effects*, 178
 - where confined to personal property, 182
- by the word *farms*, 190
- by the words *all my mortgages*, 200
- what words will pass the whole interest in a chattel, 229
- effect of additional words, 182
- words sometimes applied against their technical meaning, 185
- in what cases additional words are not restrictive, 184
- where general words are confined to freeholds, 186. 189. 193, 194
- where to leaseholds, 186
- where they apply to both, 186—189, 190—193
- when general words are confined to estates in possession, or will carry a reversion, 198
- general words sufficient to pass a reversion may be restrained by subsequent ones, 199
- when general words will pass mortgages and trust estates, 200. 202
- what words will pass copyholds, 204. See *Devises of Copyholds.*
- what words will pass reversions, 194, 195
 - the word *rest*, 195
 - reversions after estates tail pass by the words *all my lands out of settlement*, 196
 - general words in a residuary clause carry every thing not excluded expressly or by necessary implication, 198
 - where it is manifest that the testator does not intend to devise a reversion by general words, it will not pass, 199
 - construction of the word *elsewhere*, 196, 197
- by what words mortgages and estates of trustees will pass in a devise, 200. 202
 - construction of the words *all my mortgages*, 200
 - not by the words *lands, tenements, and hereditaments*, if the testator has other property, 201
 - a mortgage will pass by general words where there are no other lands to satisfy the devise, *ib.*
 - when the estate of a trustee will pass by general words, 202. 204
- equities of redemption, 204
- copyholds, *ib.* See *Devises of Copyholds.*
- what words create an estate in fee, 207—230
 - words showing an intention to give the whole interest, 207
 - the word *heirs* not necessary, *ib.*
 - words and expressions equivalent to the word *heirs*, *ib.*
 - a devise to a man *in perpetuum*, gives an estate in fee, *ib.* 208
 - or to a man and his successors, 208
 - a devise to a man and his assigns, gives an estate for life, *ib.*

DEVISE—*continued.*

Construction,

distinction between *sanguini suo* and *semini suo*, VI. 208

a devise to a person to give and sell, passes the fee, *ib.*

so a devise of *all my inheritance*, *ib.*

whether the words *freely to be enjoyed* pass a fee, *ib.* 209

a devise to a person and his heirs, and if he die without heirs, remainder over, 237

unless the remainder be to a collateral heir, which gives the devisee an estate tail, *ib.*

where an estate for life is given with a power of disposing of the inheritance, the devisee takes an estate for life only, 256

a devise of all a person's right, title, and interest, 217

a devise of all a man's real or personal property, *ib.* 218

the word "property" will be restrained by the context, 217

words of reference, 211, 212

effect of an introductory clause, 212

effect of the word *estate*, 213. 271. n. will not be restrained, although used in other parts of the will, to give an estate for life only, 215—of the word *property*, 209. 217

effect of the words *right, title, and interest*, 217

effect of the words *all the rest and residue of my real and personal estate*, 218

effect of the words *whatever else I have not disposed of*, 220

effect of the words *remainder and reversion*, 221

a devise on condition of paying a gross sum of money, *ib.*

a devise charged with debts and legacies, 222

a devise charged with an annual payment for ever, 224

a devise charged with an annual payment for the life of another person, 225, where the charge is on the rents and profits, the devisee takes an estate for life only, 227. 267

a devise generally; and if the devisee dies under age, and without issue, remainder over, 227

a devise to trustees for purposes requiring a fee, 228

a devise to a person for life, with a subsequent devise to his heirs in fee, gives a fee to the first devisee, 275, 276.—

See application of the *Rule in Shelley's Case*.

what words create an estate tail;

no technical words necessary, 231

the word *heirs* may be qualified by subsequent words, so as to give an estate tail, 232

a devise to A. and his heirs, remainder to a collateral heir, 237

effect of the words *issue, children, &c.* 239

an estate tail may arise by implication, 240, 241

a devise generally may be enlarged into an estate tail, 242

a devise for life may be enlarged into an estate tail, 244

DEVISE—*continued.*

Construction,

What words create an estate tail ;

- a devise to a person for life, with a subsequent devise to the heirs of his body, gives him an estate tail, VI. 253. 275, 276
- a devise to trustees *to permit A. to take the profits for life, remainder to the use of the heirs of his body, with a power to jointure*, gives A. a legal estate tail, 276

What words create an estate for life ;

- a devise *to a man and his assigns*, 208
- a devise without words of limitation, 259
 - although charged with an annuity during the life of the devisee, 267, 270
 - or the payment of a sum of money out of the rents and profits, 227. 267
 - an express devise of an estate for life, 254
 - although a power of disposal be given, 256
 - the word *estate* when descriptive of local situation, 270
 - the word *hereditament*, 272
 - where the general intention requires it, *ib.*

what words create a term for years, 273, 274

what words create uncertain interests, 274

application of the rule in Shelley's case, 275—328. See *Rule in Shelley's Case.*

what words create a joint tenancy, 329—336. 342

what words create a tenancy in common, 336. 342

when words which create both estates are used, 340. n.

what words create cross remainders, 343

cross remainders formerly not implied between more than two, 345
this doctrine somewhat altered, 346

what words create a condition, 353

where construed a limitation, 354

what words make lands liable to debts and legacies, *ib.*

copyholds are liable as well as freeholds, 358

legacies not preferred to specific devises, 359

what words give a power of sale, 360

whether a power of sale is capable of survivorship, or transmissible to executors, 361

where power of sale in executor, whether heir a necessary party to conveyance, *ib.*

Executory devises, II. 237. VI 366

A devise over after a devise in fee simple, 366

although the first estate be not vested, 368

no devise is deemed executory, which can be supported as a remainder, 369. 378

cannot be barred, 369

exception, 369. n.

at what time it must vest, 370

DEVISE—*continued.*

Executory devises ;

a devise after a general failure of heirs or issue is too remote, VI. 372

unless the words *dying without leaving issue* are restrained to the death of the person, ib. 373

curtesy attaches on the first estate, and is not defeated by the determination of it, 374

A devise of a freehold to commence in futuro, 377

devise to an infant in *ventre matris*, ib.

sometimes supported as a remainder, 378

devise over after limitation of an estate tail is a contingent remainder, 379

at what time it must vest, 380

devise over depending on a previous devise which is too remote, void, 381

a devise, where no previous estate is given, after a general failure of issue, is too remote, 382

Except

a devise of a reversion, 384

a devise in default of issue of the devisor, 388

a devise over for life, on failure of issue of the first devisee, 391

or where an estate tail is raised by implication, ib.

A bequest over of a term for years, after a previous disposition, 392

a devise over of a term after a devise for life, was formerly void, ib. but is now good, 230. 393. as also a similar declaration of a trust of a term, 394. although to a person not in esse, or not ascertained, ib.

although the first devisee were to take the absolute property, an ulterior devise will be good, ib. 395

cannot be barred by the devisee for life, 395

within what time it should vest, ib. 396

a devise over after a general failure of heirs or issue, is void, 396. unless the failure be confined to a life or lives in being, &c. ib.

a devise over after a general failure of issue, cannot be supported as a remainder, ib.

the words *dying without issue*, sometimes restrained to the death of a person in esse, 402

no distinction between an express estate tail, and one given by implication, 406

no distinction between a devise for life, and an indefinite devise, 407

an executory devise for life after a general failure of issue to a person in esse, is good, 408

DEVISE—continued.**Executory devises ;**

executory interests in terms for years,
are devisable, VI. 425. assignable, *ib.*
might be passed by fine or recovery, or released, *ib.*
and transmissible to executors, 426. and descendible to
heirs, *ib.*

Where one limitation is executory, all the subsequent ones are
so likewise, 409

a preceding executory limitation may be uncertain, when a
subsequent one is certain, 411

a preceding executory limitation is not a condition precedent,
412, 413

a limitation over after an executory devise of the whole in-
terest, sometimes good, 414

where a subsequent limitation may become good, and where
not, 417, 418

a limitation which was originally a contingent remainder, may
take effect as an executory devise, 418, 419

distinction between executory devises *per verba de presenti*
and *per verba de futuro*, 422

the freehold descends in the meantime to the heir at law, 423.
and also the intermediate profits, *ib.*

a devise of the residue will pass the intermediate profits, 424

executory estates and interests are devisable, 27. 424

also assignable, 425

might be passed by fine or recovery, *ib.*

may be released, *ib.*

may be passed at law as to lands in Ireland by stat. 4 & 5
Will. 4. c. 92. *ib.* n. App. VII. 13

are descendible to heirs, VI. 426

equity will prevent the persons in possession from committing
waste, 427

trusts of accumulation, 429. 460. See *Accumulation*.

DEVISEE,

remedy against, for breach of contracts or covenants by devisor, 8.
IV. 93

must submit to the whole will, VI. 16

Who may be devisees, 14

an infant in *ventre matris*, *ib.* 15

a married woman—even of her husband, 15

aliens—Qu. for whose benefit, *ib.*

a bastard if born, *ib.*

uncertain persons, *ib.*

corporations, or bodies politic, cannot be devisees, *ib.* 16

What words sufficient to describe a devisee, 165

where devisee rightly described but misnamed, *ib.*

DEVISEE—continued.

- What words sufficient to describe a devisee,
 - where devisee a bastard, VI. 166
 - the word *heir* sometimes a good description, ib.
 - the word *issue* a good description, 169
 - who take under the word *issue*, ib.
 - who take under the term *kindred*, 173
 - the words *sons, children, relations, &c.* 169
 - who take under the word *descendants*, 172, 173
- cannot bring writ of right, III. 436. 442
- may be barred by fine and nonclaim, V. 179
- may maintain an ejectment against the heir, VI. 7
- has the freehold without entry, ib.
- is entitled to aid in equity, 9
- of a copyhold, must be admitted, 37

DIEM CLAUSIT EXTREMUM, I. 60**DIGNITIES, III. 118**

- are real incorporeal hereditaments, I. 46, 47. III. 2. 145
- feudal, origin and nature of, 118, 119
- English nobility, 119, 120
- origin of the *curia regis*, and parliament, 120
- who were called *pares curie*, 121. I. 18. 48. 52
- barones majores et minores*, distinction between, III. 122
- necessity of a writ of summons, when established, ib.
- bishops and abbots holding *per baroniam*, were obliged to attend the *curia regis*, 126
- Names of dignities, 123
 - title of baron, ib. See *Baronies*.
 - title of earl, 124
 - title of duke, ib.
 - title of marquis, ib.
 - title of viscount, ib.
- by tenure, ib. 125
- cases where dignities have gone with castles, manors, &c. 128
- By writ, 135
 - the person summoned must sit, 136
 - the proof of a sitting in parliament is by the records of parliament, 137
 - are hereditary, 138
 - of writs to the eldest sons of peers, 141
 - a writ to the eldest son of a peer creates an hereditary dignity, ib.
 - a writ to the eldest son of a peer, by the name of his father's barony, gives him the same estate which his father had in that barony, 210—214
 - may be revived or restored by letters patent, 142
- by charter, 134

DIGNITIES—*continued.*

- By letters patent, III. 135. 141
 - when they commenced, 135
 - manner of conferring them, 141, 142
 - the inheritance must be limited by apt words, 142
 - are complete without the patentee's taking his seat, *ib.*
- by marriage, 143
 - by what acts a woman, noble by marriage, forfeits her dignity, *ib.*
- on whom dignities can be conferred, *ib.*
- Qu. whether they can be refused, *ib.*
- are real property, 145
- need not be annexed to any place, *ib.*
- What estate may be had in a dignity, 146
 - a fee, simple or qualified, *ib.*
 - an estate tail, *ib.*
 - an estate in remainder, 148
 - an estate for life, but not for years, *ib.*
 - whether an estate *pour autre vie*, *qu.* 149
 - nor an estate by the curtesy, 150
- not alienable, 152, as they seem formerly to have been, *ib.*
- a dignity cannot be surrendered to the king, 153, 154
- nor extinguished by a new title, 154
- instance of a peer degraded for poverty, 183
- an earldom does not attract a barony, 155, and the barony descends,
 - where the earldom becomes extinct, *ib.*
- forfeited by attainder for high treason, 156, but the remainder-man
 - is not affected, 157
- by attainder for felony, except when entailed, 158
- the attainder of any ancestor of a claimant produces corruption
 - of blood, 159
- entailed dignities are not subject to corruption of blood, *ib.*
- nature and effects of restitution of blood, 182, adverse possession
 - for eighty-five years will not bar the real owner, 184
- Descent of a dignity, 146. 186
 - by tenure, 186
 - by writ, 187
 - descends to all the lineal heirs of the person first summoned, *ib.*
 - and to females, *ib.* 188
 - the descent of a dignity is not affected by possession, as in the
 - case of lands, 188. 193
 - the half blood may inherit, 188. 218
 - but *possessio fratris* will hold in the case of a feudal dignity,
 - because the title is annexed to land, 189
 - descent of baronies created by writs to the eldest sons of peers,
 - 210, is the same as that of the ancient barony, 214
 - descent of dignities created by letters patent, 218
- Abeyance of a dignity, 189
 - the crown may terminate an abeyance, 191

DIGNITIES—continued.

- Abeysance of dignity,
 - modes of terminating an abeyance, III. 192
 - effect of a writ of summons to one of the heirs of a co-heir, *ib.* 193
 - an abeyance determines when there is but one heir, 195
 - cases of claims by a surviving heir, 200
 - the attainder of one of two co-heirs does not terminate an abeyance, 202
 - not within the statutes of limitation, 184

DILAPIDATIONS,

- action for, by successor, against late incumbent, or his representatives, if dead, I. 132.

DISABILITIES. See Idiots, Infants, and Married Women.

- exceptions in the statute of 4 Hen. VII. in favour of persons lying under disabilities, V. 204
- case of a person dying under disabilities as to fines, 209

DISCLAIMER,

- forfeiture for, I. 64. 109. 310
- acceptance of rent after disclaimer barred the lord of his writ of right, 64
- by implication, 109
- avoidance of a deed by disclaimer, IV. 404
- if a married woman trustee may disclaim under s. 77. of stat. 3 & 4 Will. 4. c. 74. App. VII. 13
- a married woman trustee of lands in Ireland, may disclaim under sect. 68. of stat. 4 & 5 Will. 4. c. 92. *ib.*

DISCONTINUANCE OF AN ESTATE TAIL,

- drove the issue in tail to his action, I. 78
- effect of discontinuance, 79
- requisites to work, *ib.*
- is always tortious, IV. 61, 62
- defined, III. 314
- who may create a discontinuance, I. 78
- cannot be when immediate reversion is in the crown, 79
- by alienation, 78
- What conveyances created a discontinuance, *ib.*
 - a feoffment in some cases, *ib.* IV. 51. 61, 62
 - but not a grant, 53
 - nor a bargain and sale, 104. 111
 - a lease in some cases, 62
 - but not a covenant to stand seised, 111
 - nor a lease and release, 116
 - a fine in some cases, I. 78. V. 153. 216.
 - and also a recovery, I. 78
 - release and confirmaton with warranty, *ib.*
- what lay in grant, as rents advowsons, commons, &c. could not be discontinued, III. 295. V. 219

DISSEISIN,

its effects in ancient times, I. 52

is a trespass, *ib.*

every entry is not, unless *animus* of disseisor is shown, 51, 52

previously to stat. 3 & 4. Will. 4. c. 27. remedy for, by novel disseisin, 52.

an entry before a lease begins is a disseisin, 225

if the grantee of a tenant at will enters, it is a disseisin, 244

of a rent, III. 294, 295. 453

by feoffment, IV. 50

there cannot be an actual disseisin of an incorporeal hereditament, III. 295 V. 228

where a feoffment to make a tenant to the præcipe operates by disseisin, 293

arguments of Lord Mansfield on the nature of disseisin, 302

DISSEISOR,

may make a valid assignment of dower, I. 169

cannot grant a copyhold 271

DISSENTERS, cannot be fined for refusing offices, III. 109

DISTRESS FOR RENT. See *Rents.*

DIVORCE, its effects upon a title to dower, I. 155, 156

DONATIVE,

no presentation, institution, or induction necessary, III. 5. 13

DOWER. See *Jointure.*

origin and nature of, I. 151, 152. 165

described by Glanville, 152. 153

at common law, by Littleton, 153

is a moral right, *ib.*

by local custom, 154

by custom of gavelkind, or freebench, *ib.*

by custom of some boroughs, *ib.*

by custom of manors, *ib.*

implied condition annexed to it by law, II. 2

Circumstances required to give a title to dower :

I. legal marriage ; or marriage de facto, which, if voidable, was not avoided in the husband's lifetime, I. 154, 155
fact of marriage must be tried by bishop's certificate, on plea of *ne unques accouple*, 155
effects of divorces, *ib.*

II. previously to stat. 3 & 4. Will 4. c. 105. seisin of the husband, during the coverture, 156

what seisin gives a right to dower, *ib.* 157

seisin of husband, as a trustee or cognizee of a fine, is too momentary to confer dower, 157.

what seisin of lands in gavelkind gives a right to dower, 158

III. death of the husband, as well civil as natural, *ib.*

DOWER—continued.

- widows who may be endowed,
 - natural-born subjects, having attained nine years at their husband's deaths, I. 158, 159
- widows who may not be endowed,
 - aliens, 159
 - except an alien queen, or woman made denizen, or naturalized, *ib.*
 - Jewess, wife of English Jew, who has become a Christian, *ib.*
 - women stolen, and consenting to live with the ravisher, *ib.*
- when ceases with an estate tail, 165
- of what things a woman may be endowed ;
 - equitable estates where women married since 1st January, 1834, 158
 - estates to which husband shall have had a right of entry or action, *ib.*
 - estates in fee simple, 160
 - share in fee in navigation of the Avon, 161
 - estates tail, 75. 161.
 - previously to stat. 3 & 4 Will. 4. c. 105. not restrainable by any proviso whatever, 161, 162
 - but now subject to restrictions, 160, 161
 - not divested by determination of estate tail by death of husband without issue capable of inheriting, *ib.* ; exceptions, 165
 - so if tenant in tail limits an estate for his own life. 162
 - qualified or base fees, while they continue, *ib.* ; see 64
 - estates in coparcenary and common, 162. II. 394. 409
 - of partnership real estate, 409
 - copyholds and customary lands, as gavelkind, &c., I. 154. 259. 279. 284, 285
 - mines, when opened, 160, 161
 - incorporeal hereditaments, as
 - share in navigation of the Avon, 161
 - profit of mills, parks, dove-houses, fisheries, courts, fines, and heriots, *ib.*
 - commons, 163
 - franchises, *ib.*
 - advowsons, III. 7
 - in which case she may present, 14
 - tithes impropriate, 49
 - certain offices, 103
 - rents, 291. I. 166, 167
 - lands escheated, III. 417
 - remainders and reversions after estates for years, I. 162. II. 338
 - equities of redemption of lands mortgaged for years, I. 162. II. 102

DOWER—*continued.*

of what things a woman may be endowed ;

trust estates, if widow married after 1st January, 1834, I. 164.
409, 410

in what cases, as of exchange of lands, &c., the widow has an election, 163

of what things a woman cannot be endowed ;

estates disposed of by her husband, 160. n. 163

estates in joint tenancy, 158. n. 163. II. 375

estates not of inheritance, as for life, &c., I. 163

reversions after estates of freehold, 162. II. 338.

wrongful estates, I. 163

lands actually assigned to another woman for dower, 164

castle, or fortress, or capital mansion, being *cuput comitatus*, or *baroniæ* by tenure, *ib.* III. 145

an equity of redemption of a mortgage in fee, made before the marriage, I. 162, 163. 410. II. 97

a personal annuity, III. 292

title to dower may depend upon election of third persons, I. 166

assignment of dower :

necessity of an assignment, the freehold being cast on the heir, 168

does not exist if her precise portion of land is specified, *ib.*

excessive, when relieved against, 171

cannot be defeated by entry, *ib.*

widow not to pay fine for, 168

who may assign dower,

commonly the heir, though a minor, 168, 169

no person who has not a freehold in the land, 169

disseisor, abator, or intruder, may, *ib.*

sheriff, after judgment at law, *ib.*

how it is to be assigned,

of common right,

by metes and bounds, if the property can be severed, and why, *ib.*

may be waved by widow, *ib.*

and then assignment in common with the heir will be good, 170

by the sheriff must be so, if practicable, *ib.*

can only take place where the husband is seised in severalty, *ib.*

is most beneficial, *ib.*

against common right, as

in common with the heir, 171

or in special manner, as the 3d toll dish of a mill, &c., 169

of mines, by proportion of the profit, or ultimately enjoying the whole, *ib.*

what lands or rents may be assigned in dower, 170

must be absolute, *ib.*

of lands leased for years, how made, *ib.* 171

DOWER—*continued.*

assignment of dower :

may be made by parol declaration of heir, I. 171

new assignment, when, *ib.*

remedies against improper assignment, *ib.*

effect of, 172

warranty by the heir is implied in, *ib.*

want of formal, is nothing in equity, *ib.*

parol cannot demur for infancy of heir; exception, V. 238

what is a bar of dower :

declaration by husband by deed or will to that effect, I. 160. n.

devise to widow of part of land subject to dower, 161. n.

or inconsistent with her claim, 185. and n.

attainder,

of the husband, 174

of the wife, 175

spontaneous elopement, and continuance with adulterer, unless
there be reconciliation, *ib.*

ravishment, and consenting to live with ravisher, 159. 175

adultery after separation from husband, 175

reconciliation by coercion of church will be, *ib.*

cohabitation seems sufficient proof of reconciliation, 176

adultery, though husband consent to it, 175, 176

detinue of charters, 176, 177

fine, 177. V. 174, 175

common recovery, I. 177. V. 383, 384

bargain and sale, in London, I. 177

usually by jointure, *ib.* See *Jointure.*

breach of condition by husband, II. 36

assignment of term for years to purchaser, for valuable consideration, I. 177. 429

fine or recovery previously to stat. 3 & 4. Will. 4. c. 74, by wife
of jointure, made before marriage, 208

what is not a bar of dower :

gift or bequest of property not subject to dower, 161. n.

assignment,

of lands whereof she is not dowable, or of rent thereout,
170

of lands or rent for term of years, or for life of assignor, *ib.*

with condition or reservation, *ib.*

semb. an adultery, not spontaneous, but induced by belief that
husband was dead, 176

a devise to wife during widowhood, or less beneficial than dower,
179

previously to stat. 3 & 4 Will. 4 c. 105., a general devise, or
bequest in a will, *ib.* 180. 185

unless expressed to be in bar or satisfaction of dower, when the
widow had an election, 180

DOWER—*continued.*

what is not a bar of dower :

but general devises of annuities have been sometimes deemed satisfaction in equity, I. 181—185

bequest of the residue of personal property, 185, 186

jointure made after marriage, 192, 193

outstanding term against the heir, 441. &c.

jointure of copyholds at law, 194., but is a bar in equity, *ib.*

Dowress,

nature of her estate, 165

is *in* continuance of her husband's estate, to be carved out ministerially by the heir, 170

previously to stat. 3 & 4 Will. 4. c. 105. her estate attached at the instant of her marriage, 174. 188

holds of the heir by fealty, 165

entitled to emblements, *ib.*

where she may elect, as to the land subject to dower, 163

forfeits her estate,

on alienation in fee, or for life, by feoffment, fine, warranty, or recovery, before the stat. 3 & 4 Will. 4. c. 75. 165, 166

in gavelkind, by a second marriage, or having a bastard child, 154

but may grant copyhold in reversion, by custom, 270

cannot commit waste, 166

may work mines open during the coverture, 161

Qu. whether protected from actions for accidental fire, 166

previously to stat. 3 & 4 Will. 4. c. 105. not subject to incumbrances created by her husband after marriage, *ib.*

nor to distress for his debts to the crown, contracted during the marriage, *ib.*

cannot be compelled to marry or pay fine for assignment of dower, 168

of the third of a manor, has a manor, 259, 260

may grant copyholds in reversion, 270

acquiring copyhold by custom of freebench,

is sometimes liable to fine, 293

or by other local custom cannot claim at common law, 154

her warranty was void, IV. 365

what leases she may make, 67

could not discontinue by feoffment, fine, recovery, or warranty, I. 166. V. 408

effect of recovery of dower, by wife of cognizor of statute merchants, against the tenant, by execution, II. 58

recovery of dower at law, and in equity, I. 172

of arrears of dower, 173

action must be brought for within six years, *ib.* III. 457

when the parol might demur for infancy of heir, V. 238. and *n.*

dower is demandable of the heir, though under age, *ib.*

pleading detinue of charters by widow, I. 176, 177

DUKE, title of, III. 124

DURESS, ground for avoiding a deed, IV. 407

DURHAM, Court of,

 fines might be levied in it, V. 103

 recoveries might be suffered in it, 338

E.

EARL, title of, III. 124. 127

EARLDOM, does not attract a barony, 155

EASEMENTS,

 may be held by prescription, 424

 may be claimed by prescription, but how cannot be pleaded, *ib.*

 distinguished from a custom, *ib.*

ECCLESIASTICS *seised jure ecclesiæ*,

 are *quasi* tenants for life, I. 114

 cannot fell timber except for repairs or botes, 130

 nor dig mines or stones, except for repairs and improvements, 132

 injunction to stay waste by, against what parties obtained, *ib.*

 timber cut on glebe of, how applied, *ib.*

 may appoint to offices in their gift as such, notwithstanding the
 disabling acts, III. 95

 may make leases for three lives, or twenty-one years, IV. 62.
 70. (*n. a.*)

 may be barred during their own lives, by fine and non-claim, V.
 200. 224

ECCLESIASTICAL CORPORATIONS. See *Corporations*.

ECCLESIASTICAL COURTS,

 take cognizance of the legality of marriage, I. 155

 devises of land need not be proved in them, VI. 9

ECCLESIASTICAL LEASES, IV. 62—66

EFFECTS, construction of this word in a devise, VI. 179. 182

EJECTMENT,

 will not lie for dower of a copyhold, viz. for free bench, I. 286

 possession under a statute must be obtained by ejectment, II. 55

 what bars an ejectment under a statute, 56

 where the possession of a term enables a puisne mortgagee to main-
 tain an ejectment, 174, 175

 may be brought pending bill of foreclosure, 197

 when barred by an outstanding unsatisfied legal estate, I. 414. 442,
 443

 for non-payment of rent, III. 287

 barred by the statute of limitations, 434. 436

 not sufficient to avoid a fine, V. 243

EJECTMENT—*continued*.

- nor does service of a declaration in, amount to an entry to avoid a fine, 244
- but lies where the parties had no freehold in the premises, 247
- a recovery may be falsified in ejectment, 443
- may be maintained by a devisee against an heir, VI. 7

ELECTION, by devisee, 16—21**ELEGIT**. See *Estate by Statute Merchant, &c.***ELOPEMENT**. See *Adultery*.**EMBLEMENTS**,

- meaning of the word, I. 106
- when a tenant for life is entitled to, 105, 106
- the parochial clergy entitled to, at their deaths, 114
- a dowress entitled to, 165
- in what case a lessee for years is entitled to, 233, 234
- a tenant at will entitled to, 244
- incident to free bench, 285, 286

ENDOWMENT of tithes, III. 47**ENFRANCHISEMENT OF COPYHOLDS**. See *Copyholds*, I. 326—328**ENGLISH LAW**, sources of, I. 1**ENLARGEMENT**,

- condition for enlargement of an estate, II. 3. 239.
- a release may operate by enlargement, IV. 79, 80. See *Confirmation*.

ENROLMENT, statute of, 27 Hen. 8. c. 16., IV. 102, 103**ENTAIL**. See *Estate Tail*.**ENTRY**,

- generally necessary to create a seisin and a freehold in deed, I. 49, 50. III. 312
- by heir upon any part gives seisin of all the lands in the same county, I. 50
- must be in each county, where the lands lie in different counties, 50. III. 344
- only necessary where the lands were in the occupation of the ancestor, I. 50
- not necessary therefore when in possession of a lessee for years, ib. 141. III. 344
- heir has no right of, when lands are let on leases for lives, I. 50
- tolling the, of the heir by descent to son of abator who died seised, 51. now abolished, ib.
- previously to 3 & 4 Will. 4. c. 74. necessary to avoid the alienation of a tenant in tail, 79., exception, V. 226. 255, 256. See *Estate Tail*.
- right of, not defeated by discontinuance or warranty, I. 79. mere entry is not possession, ib. V. 242

ENTRY—*continued.*

- right of, when barred by attainder of tenant in tail for treason, I. 91
- an estate by the curtesy is complete without entry, 149
- necessary to complete an estate for years at common law, 225.
- IV. 54
- but not under the statute of uses, I. 225
- an estate for years to commence *in futuro* may be assigned before entry, 226
- an estate for years cannot be merged by surrender to reversioner before lessee's entry, 237, 238
- the only mode of taking advantage of a breach of condition is by entry or claim, II. 32, 33, &c.
- an estate by statute merchant, &c. must be executed by entry, 55
- a mortgagee of a lease subject to the covenants, though he never entered or became possessed in fact, 86
- when necessary to support contingent uses, 245, 246. 274, 275
- is necessary by feoffee after livery in law, when, IV. 47
- an exchange at common law not good without entry, 75
- a devise transfers the freehold without entry, VI. 7
- must be made with a legal intention, I. 50
- the entry of a stranger is an abatement, 51
- of a younger brother, before stat. 3 & 4 Will. 4. c. 27. not an abatement, *ib.*
- entry and ouster is a disseisin, *ib.*
- a tenant in tail might alienate, *e. g.* by fine so as to take away the entry of the issue, 78. 81
- a lessee may maintain an action against his lessor for entry on the land demised, when, 116
- the entry of a lessee for years before his lease commences is a disseisin, 225. Exception, 226
- a chose in entry not assignable, II. 4. See *Chose in Action, Entry, or Re-entry.*
- for breach of condition. See *Condition.*
- when an estate by elegit is determinable by entry, 60
- a right of entry will support a freehold contingent remainder, 244, 245, and may stand in jointure, 366
- the death of a joint tenant for years before entry does not destroy a right of survivorship, 369
- the entry of one joint tenant previously to stat. 3 & 4 Will. 4. c. 27. was the entry of all, 377
- so also the entry of one coparcener was the entry of all, 392
- what takes away the entry of a coparcener, *ib.* 393
- when the entry of one tenant in common, previously to the above statute, was the entry of all, 402. V. 246
- clause of entry for non-payment of rent, III. 286
- right of entry by way of use, 287
- the entry of a mother gives seisin to her child, as his guardian, 345. 348. 391

ENTRY—*continued.*

- the entry of the guardian of a copyholder gives seisin, III. 391
- a right of entry restrained by the statutes of limitation, 434
 - and previously to the above statute was postponed till a valid existing lease was determined, 439. See *Limitation, Statutes of.*
- what entry necessary to preserve a right, 450, 451
- previously to stat. 3 & 4 Will. 4. c. 27. tolled by descent, when, 513. 435
- excused where it would be attended with danger, 451. IV. 47, 48. V. 244
- when taken away by a fine at common law, 148, 149. 155, 156
- a title of entry for a condition broken, or on any other account, barred by fine and non-claim, 188
- to avoid a fine, 168, *note*, 243—246. See *Fine.*
- when right of, is taken away, right of real action only remains, 243
- writ of entry to suffer a recovery. See *Recovery.*
- entry and plea to falsify a recovery, 443

EQUITABLE

- estate, I. 405, 406
- recovery, V. 384. See *Recovery of a Trust Estate.*

EQUITY,

- will restrain a tenant for life without impeachment of waste from committing malicious waste, I. 121. 128
- will assist a widow in recovering dower, 172
- will not assist a person who has been divorced in recovering dower, 156
- will enforce an agreement not to bar dower, 161
- will decree the assignment of a term by widow to a purchaser in bar of her dower, 177. 178. 441
- will relieve against a partial or fraudulent assignment of dower, 171
- will protect a jointress, 205. See *Jointure.*
- will restrain a tenant for years without impeachment of waste from committing immoderate waste towards the close of his term, 233. See *Waste.*
- will relieve against the merger of a term for years, 240. VI. 493, 494
- Jurisdiction of equity over copyholds, 267. 310
 - will not restrain a copyholder from waste, 282
 - considers an agreement to convey as a bar of free bench, 288
 - will relieve against a forfeiture, 320, 321. 328. but not unless there is a ground for equity, 321, 322
 - will not relieve against an excessive fine, 302, but will settle a general fine to be paid by all the tenants, *ib.*
 - will not interpose for the lord in the case of heriots, 306
 - will compel a lord of a manor to admit a copyholder, 267. V. 457
 - where it will supply the want or defect of a surrender in a conveyance, 474
 - would supply a surrender to the use of a will, VI. 38
 - but such surrender now unnecessary, *ib.*

EQUITY—continued.

- jurisdiction which it assumes over uses, I. 333
- rules by which uses are governed in equity, 341
- supports trusts, 381
- when it will relieve against a forfeiture for breach of condition, II. 30 ; when it will not, 31, 32. ; where it cannot relieve, it will decree a re-conveyance, 32
- interference of, in respect of mortgages, 66
- interference of, in respect of trustees to preserve contingent remainders. *See Remainder.*
- joint tenancy not favoured in equity, 370
- partition in equity of estates held in joint tenancy, coparcenary, and common, 388, 389. 397. 411
- will decree an advowson in gross to be sold for payment of debts, III. 9
- interposes to prevent the illegal sale of offices, 112
- will assist a person in recovering a rent, 288
- where it adopts the statutes of limitation, 458
- where it will compel a remainder-man to execute a new lease to the lessee of a tenant for life, IV. 71
- will assist an assignee in obtaining the benefit of covenants, 373
- when it will presume or supply the want of livery of seisin, 48
- protects the assignment of a chose in action, 96
- where it will allow a remedy to exceed the penalty of a judgment II. 61, 62. ; of a bond, IV. 94
- interferes in the case of declarations of uses, by infants, lunatics, or idiots, 130
- when it will support a defective execution of a power, 222
- will not supply a non-execution of a power, 229
- how it construes the register acts with respect to mortgages, 449, 450
- will set aside a deed obtained by fraud, 410
- will set aside a deed made in derogation of the rights of marriage, 413. *See Deed.*
- will rectify a marriage settlement made in pursuance of articles when made contrary to the constructive import of the articles, 323, 324
- discourages perpetuities, 330
- will relieve against a private act of parliament, V. 23
- interference of, with regard to fines and recoveries. *See these articles.*
- will compel an heir-at-law to produce title deeds in favour of a devisee, VI. 9
- will support a devise of lands contracted for, 23
- adopts the rule in Shelley's case, in construing devises of trusts, 284
- where it directs a conveyance under a will, it sometimes departs from the rule in Shelley's case, 289. 306, 307

EQUITY—*continued*.

- will, in the case of executory devises, prevent the person in possession from committing waste, VI. 427
- will support a trust of accumulation, *pro tanto*, 460

EQUITY OF REDEMPTION. See *Mortgage*.

- is assets, I. 413. n.
- is real property, and similar to a trust estate, VI. 67

ERASURE, when an avoidance of a deed, IV. 407**ERROR**,

- writ of, to avoid a fine, V. 234. 247. See *Fine*.
- errors in a fine how and when amended, 138. See *Fine*.
- writ of, to reverse a recovery, 424. See *Recovery*.
- what may be assigned for error in a recovery, 427

ESCHEAT, what, III. 397

- can only be of the fee, 401
- lands escheating to the lord, become parcel of the manor, 252
- where a writ of escheat before its abolition, by stat. 3 and 4 Will. 4. c. 27. lay, 398

for default of heirs, *ib*.

for corruption of blood, *ib*.

there can be no escheat where there is a tenant, 399

for petty treason and murder, I. 63

how barred,

by acceptance of rent, III. 400. Qu.

by alienation, *ib*.

sometimes by a devise, *ib*.

to whom lands will escheat, 416

Lord by escheat, *ib*.

subject to incumbrances, 417

was not bound to execute a use before the statute of uses, *ib*.
I. 340

formerly doubted whether subject to a trust, 448. III. 417, 418
by later authorities considered bound by, I. 390.

but now, by stat. 4 & 5 Will. 4. c. 23., trust estates do not
escheat, App. VII. 4

but before that statute the king not bound to execute trusts of
land escheating, III. 418

may distrain for rent, 416

cannot enter for breach of a condition, II. 33. III. 416

entitled to a term attendant, III. 416

entitled to all charters, 417

not within the statute 32 Hen. 8. c. 34. respecting covenants,
II. 35

What things escheat :

all lands and tenements held in socage, III. 401

not an estate tail, for the escheat must be of the entire fee, *ib*.
copyholds, *ib*.

not lands in gavelkind, for felony, *ib*.

ESCHEAT—*continued.*

What things escheat:

no real property, but what lies in tenure, III. 401

not estates held in trust, 417—419. App. VII. 4. Exception, I. 447

a use before the statute of uses did not escheat, 342. III. 402. 412

Q. as to an equity of redemption, 415

money to be laid out in land does not escheat, *ib.* 416

of the office of escheator, 419

feuds were liable to escheat, I. 16. 27

ESCROW, IV. 29

ESCUAGE, I. 23

ESTATE,

in land, what, I. 47

of freehold, *ib.* See *Freeholds.*

of inheritance, 54

estate in severalty, II. 363

privity of, between lessors and lessees, IV. 376

what passes by the word *estate* in a devise, VI. 175. See *Devise.*

ESTATE IN FEE SIMPLE. See *Estate Tail.*

meaning of the word *fee*, I. 54. 64. See *Fee* or *Feodum.*

reason for and effect of the word *simple*, 57. 64

estate in fee simple, or absolute, viz. inheritance absolute:

what, 55. 66, (and see Coke's Division of Fee or Inheritance, 64, *post*, tit. *Fee* or *Feodum.*)

no greater estate than, 55

may be rendered defeasible on a future event, when only, *ib.*

tenant in, to what entitled, as houses, trees, mines, minerals, fossils, *ib.*

by what words created in a deed, IV. 277. See *Deed.*

by what words created in a devise, VI. 207. See *Devise.*

when passes without the word *heirs*, IV. 278, or by fine *sur cognizance de droit come ceo*, or *sur cognizance de droit tantum*, V. 95, 96

Estate in fee simple, qualified or base, (or *potius* fee or inheritance qualified or base,) I. 64

what, *ib.*

privileges of, till the qualification is at an end, are those of fee simple, *ib.* 80

subject to dower, 162

no reversion exists after a grant of a qualified fee, II. 335

may be had in a dignity, III. 146

and acquired in a rent by recovery, V. 374

the alienee of a tenant in tail has a qualified or base fee, I. 80

ESTATE IN FEE SIMPLE—*continued.*

Estate in fee simple, qualified or base, (or *potius* fee, or inheritance qualified or base,)

cognizee of five levied by tenant in tail acquired, V. 161. 167,
when merged, before the stat. 3 & 4 Will. 4. c. 74. 168.
VI. 481, 482. 491. 495

is devisable, 22

Estate in fee simple conditional, (or *potius* fee, or inheritance conditional,) I. 64

what, 66, 67

when introduced, 67

how construed, 69

in copyhold how may be barred, V. 490

is the entire and absolute interest and property in the land, I. 55

Abeysance of the fee, *viz.* of the remainder or reversion of the, *ib.*

consequences as to action of waste, defending the title,
&c. *ib.*

not favoured by law, and why, 56

all other estates and charges merge in, *ib.*

except in the case of an estate tail, 75

and even in that case after fine levied, before the stat. 3 & 4
Will. 4. c. 74. V. 168. *Vide supra.*

Incidents to this estate ;

alienation thereof may be absolute notwithstanding any restriction, I. 56. IV. 330

or partial, notwithstanding any custom, I. 57

descent to heirs general, *ib.*

subject to curtesy, *ib.* 145

dower, 57. 160

liability (as assets in the hands of heir or devisee) to debts, 57—59
due to the crown, 60

from the time of contracting them, 61, 62

into whose hands soever it passes, 62

unless discharged, and how, *ib.* See *King.*

previously to stat. 3 & 4 Will. 4. c. 104. not so liable to simple contract debts, 59

except on bankruptcy of owner, (13 Eliz. c. 7.) and on his

death being a trader, (47 Geo. 3. sess. 2. c. 74.) 58, 59

forfeitable for treason and felony, 63

and for disclaimer, 64

what conditions are, and may be, annexed to this estate, II. 2, and
see *Condition.*

no remainder can be limited after a grant of the fee, 202, 203. 217

nor can an estate limited after a remainder in fee be vested, 220

several contingent estates in fee may be limited by way of substitutes, or in the alternative, 217

may be had in an advowson, in which case the tenant may present,
III. 6. 14

ESTATES IN FEE SIMPLE—continued.

- may be had in tithes impropriate, III. 49
- in certain offices, 98
- in a rent, 289.
- passes by fine *sur cognizance de droit come ceo*, or *tantum*, without the word *heirs*, V. 95, 96
- will pass by fine *sur consessit*, 97
- by what words it passes in a recovery, 320
- the tenant could not by a recovery bar collateral conditions, executory estates, &c. 393—nor alter the nature of the descent, 399
- are devisable, VI. 22
- a limitation over after a devise of a fee simple, may be good as an executory devise, 366

ESTATE OF FREEHOLD. See *Freeholds*, *Estate of*.**ESTATE IN POSSESSION, OR EXPECTANCY.**

- estates in possession,
 - are those where the tenant is entitled to actual pernanacy of the profits, II. 202
- estates in expectancy,
 - are those where the right to pernanacy of the profits is postponed to some future period, as, *e. g.*
- estates in remainder. See *Remainder*.
- in reversion. See *Reversion*.

ESTATE TAIL, OR FEE CONDITIONAL. See *Estate in Fee Simple*, *Fee* or *Feodum*.

- origin and nature of, I. 66, 67. 70
- before stat. *de donis* was a fee conditional, alienable by donee after issue, born, 66. 68. 81
- other incidents to, before that act, 81
- Statute *De Donis Conditionalibus*, (13 Ed. I. W. 2. c. 1.) 69
 - construction of, *ib.*
 - does not affect personalty, as *e. g.* certain annuities not charged on land, 73
 - binds the king, 74
 - how far it affects copyholds, 291
 - extends to advowsons, III. 6
 - to what offices it extends, 102
 - extends to dignities, 146
 - to rents, 289
 - as to warrantry, IV. 361
- described, since the statute *de donis*, I. 70
- tail general and special, *ib.*
- tail male and female, *ib.* 71
- gifts in frank marriage, 71, 72
 - are estates in tail special, restrained from alienation by the stat. *de donis*, 72
- how created, *ib.* IV. 51, and by what words, 279

ESTATES TAIL—*continued.*

- what may be entailed, I. 72, 73
 - not personalty, which is not demandable *ut tenementa* in a præcipe, is not within stat. *de donis*, 73
 - annuity is such personalty, when, *ib.*
 - nor an estate for life, 103
 - granted by the crown as a reward for services are unalienable, 92
- incidents to, 74
 - subject to curtesy, 75. 146
 - except as to second husband, when, 146
 - subject to dower, 75, 161
 - not subject to merger by accession of the estate in fee simple, 75
 - exception, before the stat. 3 & 4 Will. 4. c. 74., V. 168. VI. 481, 482
- liable in hands of issue in tail to crown debts of ancestor by record or specialty, I. 85
 - exception for person to whom given, what, 86
- might be discontinued, 78. See *Discontinuance.*
- subject to bankrupt laws, 87, 88, 89
- commissioners proper parties to convey, 88
- forfeitable,
 - for treason, 90, 91
 - entirely, if the reversion is in the crown, 91
 - reversion or remainder remains, if in other persons, *ib.* III. 386
- not forfeitable for felony longer than for life of tenant in tail, I. 91
- forfeiture of, does not occasion corruption of blood, III. 159. 386
- the issue in tail,
 - take by way of limitation, I. 78
 - shall not alien any more than donee or tenant in tail, 77, 78
 - not bound by ancestor's contracts, 83, 84
 - unless he confirms them, 84, 85
 - not subject to debts or incumbrances of his ancestor, 85
 - except crown debts by record or specialty, (33 Hen. 8. c. 39. s. 75.) *ib.*
- grantee of estate tail on good consideration, not liable to debt of ancestor contracted after gift made, 86, 87
- Tenant in tail, his interest, power, &c.
 - who may be : the king may be, 74
 - takes by purchase, 78
 - may now alien absolutely by deed, 83. 93
 - but consent of protector necessary, 88
 - when such consent cannot be obtained, *ib.*
 - inrolment necessary, 96
 - holds of donor, or reversioner, notwithstanding stat. *qui emptores*, 72

ESTATE TAIL—*continued.*

- Tenant in tail, his interest, power, &c.
 - having remainder in fee, holds of the chief lord, I. 72
 - has a right to the title-deeds, 75
 - is not bound to pay off incumbrances, *ib.*: 76
 - consequences if he does, 75
 - is in some cases bound to pay the interest on incumbrances, 76
 - paying off incumbrances, intention to discharge the estate will be presumed, 420. VI. 498
 - aliter* of a tenant in tail in remainder, I. 420
 - may commit waste, *e. g.* fell timber, pull down houses, open mines, &c. 74
 - his alienation when good for his own life only, 77—80. 87. IV. 246
 - grantee of, and his grantee, are dispunishable for waste, I. 74
 - bond to restrain from committing waste is void, 75. II. 6
 - cannot bind his issue by any contract, I. 84
 - alienation by,
 - of the whole estate tail is voidable on death of tenant in tail, when, I. 78—82
 - sometimes a discontinuance, 78. See *Discontinuance*.
 - tolls entry of issue in tail, and drives him to his action, 78
 - but grant of a rent out of the estate tail is absolutely void on the death, *ib.*
 - may be sometimes avoided by entry or action of the issue, 79, 80. V. 165
 - cannot be made by jointress tenant in tail, I. 200
 - alienee of,
 - has a base fee, 80, 81
 - a good title will be decreed to be made to, when, 80
 - has a descendible estate, 81. See *Fine*.
 - could not previously to stat. 3 & 4 Will. 4. c. 74. create an estate to commence after his death, as *e. g.* to himself for life, remainder to his son in tail, and why, 80. 82, 83
 - exception, 83
 - may make leases for three lives, or 21 years, 87. IV. 61
 - who are barred by such leases, *ib.*
 - cannot destroy the custom of granting copyholds, I. 264
 - what use resulted to him on suffering a recovery, 378, 379
 - Qu. if he can be seised to a use, 350—352
- Modes of barring estates tail, 91—97
 - warranty as well lineal as collateral, previously to stat. 3 & 4 Will. 4. c. 74. 92. IV. 358, 359
 - conveyance according to that statute, I. 93—96
 - previously to that statute fine, 92. III. 433. V. 156—and the fine barred the issue in tail, before all the proclamations were passed, 166
 - effect of fine with proclamations on estate tail, 156, 157

ESTATE TAIL—*continued.*

Modes of barring estates tail :

- bargain and sale under the bankrupt acts, I. 89
- private act, V. 8
- the power of barring an entail cannot be restrained by any proviso, II. 6. IV. 331. V. 381
- Q. whether a bond from a donee in tail not to suffer a recovery, is good, II. 6.
- how the entail of a copyhold may be barred. See *Alienation by Custom.*
- how the entail of money to be laid out in lands may be barred, I. 97
- how the entail of a trust may be barred, 407
- a *cestui que* trust in tail might call on the trustee for a conveyance, and then suffer a recovery, 449
- how the entail of a customary freehold may be barred, V. 476
- the forms required by law for barring entails cannot be dispensed with by equity, I. 84
- limited as a jointure, cannot be barred by jointress, 200. See *Recovery.*
- granted by the crown as a reward for services, cannot be barred, 92. IV. 350, 351. See *Recovery.*
- no use results on the grant of an estate tail, I. 376
- conditions which may be annexed to this estate. See *Conditions.*
- may be extended by *elegit* during the life of the tenant in tail, II. 51, 62
- bound by a decree of foreclosure, 198
- a donee in tail is not within the statute 32 Hen. 8. c. 34, 35
- descent of, III. 385
- by what words created in a deed, IV. 279. See *Deed.*
- by what words created in a devise, VI. 231. See *Devise.*
- What may be entailed,
 - tenements of all sorts, I. 72, 73
 - Qu. as to copyholds, 273
 - money directed to be laid out in land, 73
 - trusts, 407
 - an equity of redemption, II. 94
 - advowsons, III. 6.—in which case the tenant may present, 14
 - certain offices, I. 73
 - tithes impropriate, III. 49
 - dignities, 146
 - rents, 289
 - personal inheritances cannot be entailed, I. 73, 74
 - nor estates for life, 103
 - nor estates for years, 235

ESTATE FOR LIFE, I. 47. 101

description of, 48. 101, 102

how created,

by deed or legal assurance, 102

by what words, IV. 287, 288

by lands let, or a rent granted generally, or by release of an estate held *pour autre vie*, 245*cestui que vie* going abroad, when considered dead, in favour of the reversioner or remainder-man, I. 102may determine before the death of the grantee, as *e. g.* on future contingencies, 102, 103held of grantor by fealty, not being within stat. *quia emptores*, 103cannot be entailed under stat. *de donis*, *ib.**pour autre vie* may be devised, 104merges in the inheritance, *ib.**pour autre vie* merges in estate for man's own life in reversion, I. 102. 104. IV. 245. VI. 473, 474

no merger where an estate is granted, by the same instrument, for the donee's own life, and the lives of two others, I. 102

What acts amount to a forfeiture of,

granting a greater estate than he has,

by deed, except by certain modern conveyances, 108, 109

by matter of record, as

fine (except *sur concessit*) or recovery, except the remainder-man, &c. be a party, 109. V. 220. 398. 408

or where the tenant for life has remainder in tail in himself, 398

disclaimer on record, I. 109

implied disclaimer, 110

attainder of treason or felony, *ib.*

practice as to estates for life in copyholds in the west, 398

may be made to an unborn person, IV. 350. See *Perpetuities*.

not subject to curtesy, I. 148

nor to dower, 163

no use results on the grant of an estate for life, where, 377

conditions which may be annexed to an estate for life or years.

See *Conditions*.

implied condition annexed to this estate, II. 2

May be had,

in a use, I. 353

in a trust, 407

in an advowson, III. 6.—in which case the tenant may present, 14

in tithes impropriate, 49

in certain offices, 99

in a dignity, 148

in a rent, 289

ESTATE FOR LIFE—*continued.*

- May be had,
 - in joint tenancy, II. 364
- may be limited to an unborn person, IV. 350. but not to his issue, *ib.* See *Perpetuities.*
- may be surrendered by fine *sur cognizance de droit tantum*, V. 96
- will pass by fine *sur concessit*, 97
- by what words created in a deed, IV. 287
- by what words created in a devise. See *Devise.*
- Tenant for life, interest and power of:
 - has the usufruct property, the *proprietas*, or absolute inheritance being in another, I. 101, 102
 - pour autre vie*, what, 102
 - holds of grantor by fealty, 103
 - entitled to estovers, 104, 105
 - to timber for repairs of houses or fences, 105
 - all the annual profits, and therefore to emblements, *ib.* 106
 - unless the estate is determined by his own act, 106. (and see 2 B. and A. Rep. 471.)
 - may pray in aid, *ib.*
 - not bound to pay off incumbrances charged on the inheritance, *ib.*
 - when he becomes a creditor, if he does, *ib.*
 - must keep down the interest, *ib.* 107. II. 154
 - making lasting improvements his representatives are entitled to amount of expenditure with interest, II. 149. when he may keep the title deeds, I. 107. and *n.*
 - the court of chancery will neither take from, nor deliver him title deeds, *ib.*
 - when a trustee by construction may convey the fee, 108
 - may grant the whole or a part of his interest, unless particularly restrained, *ib.* II. 7. IV. 332. *n.* (a). See *Powers.*
 - cannot grant a greater interest than he has, I. 108
 - ecclesiastic is *quasi*, 114
 - cannot fell timber, except for repairs or botes, 130, 131
 - nor dig mines or stones, except for repairs and improvements, 131, 132
 - timber cut on glebe of, how applied, 132.
 - heir has no right of entry where lands let for life, 50
 - cannot commit waste, 115. II. 2. as
 - cutting down or topping timber, I. 116, 117
 - pulling down houses, 117
 - opening new pits or mines, 118
 - changing course of husbandry, *ib.* 122
 - destroying heir looms, as deer, fish, game, or doves, 119. See *Waste.*

ESTATE FOR LIFE—*continued.*

Tenant for life, interest and power of;

has no interest in the trees if they are excepted in the lease, I. 116.
127

has particular interest in them when included in the lease, and
what, 116

when may maintain trespass against lessor for cutting timber, *ib.*
may cut down underwood and coppices, according to custom of
the country, 117

what is only permissive waste by, as to houses, 119

may work mines that are open, and open new shafts to them, 118

when bound to repair, to prevent further waste, in consequence
of an act of God, 119

action lies against for waste, *ib.* 120. See *Waste.*

may fell timber to repair buildings, and for botes, 119. 126, 127
will be restrained from felling timber, though he has the first ex-
isting estate of inheritance, subject to intermediate con-
tingent remainders, 124, 125

liable to rebuild house burnt down by accident, under covenant
to keep in repair, unless exception introduced, 132, 133

may concur in a recovery without forfeiture, V. 352. 365. 398.
408. I. 109

without impeachment of waste, 127

had not originally the property of the thing wasted, 128

but now may cut down and convert timber, *ib.*

powers of the tenant, under the words, 'except voluntary
waste,' *ib.*

trees blown down, or timber of building blown down, belong
to him, *ib.*

not entitled to the timber until actually felled, *ib.*

lessee of, may commit waste, *ib.*

is obliged to keep tenants' houses in repair, *ib.*

will be restrained in equity from malicious or equitable waste,
ib. 129

cannot cut saplings, or timber serving for shelter or ornament,
129, 130

cannot commit double waste, 129, 130

privileges under, are annexed to, and determine with, the
privity of estate, 130

having partial powers of committing waste, *ib.*

cannot destroy the custom of granting copyholds, 264

being lord of a manor, may grant copyholds in reversion, 269, 270

making lasting improvements entitled to principal and interest,
II. 149

how he must prescribe in a *que* estate, III. 422

his warranty was void, IV. 365

may make leases for his own life, or a less term, 67

a recovery suffered by him is void, V. 351

ESTATE POUR AUTRE VIE,

- what, I. 47. 102
- merges in an estate for life, when, and when not, 102. 104. VI. 473, 474
- not now subject to general occupancy, I. 110
- may be devised, 111. VI. 22, 23
- to be applied on intestacy, as personalty, I. 111
- if the tenant continues in possession after the death of the *cestui que vie*, he is tenant at sufferance, 249

ESTATE TAIL AFTER POSSIBILITY OF ISSUE EXTINGUISHED,

- how this estate arises, I. 134
- there must be a moral impossibility of either of the donees having issue, 135
- the impossibility must proceed from the act of God, *ib.*
- may be of an estate in remainder, as well as of an estate in possession, *ib.*
- in what similar to an estate tail, 135, 136
- in what similar to an estate for life, which it in fact is, 136
- the privileges of this estate are annexed to the person of the tenant, and cannot be transferred, 137, 138
- will merge in an estate in fee simple or tail, 136. VI. 475
- and in an estate for life, *ib.*
- may be exchanged for an estate for life, for as to duration they are equal, *ib.*
- condition annexed to it by law, II. 2
- Tenant in tail after possibility,
 - who may be, I. 134, 135
 - is punishable for waste, and may cut timber, 136
 - may be restrained from malicious waste, 137
 - statute 3 & 4 Will. 4. c. 74. does not extend to, 138
 - is but a tenant for life, 136. 420
 - paying off incumbrances is considered a creditor, 420

ESTATE BY CURTESY. See *Curtesy*.

ESTATE IN DOWER. See *Dower*.

ESTATE FOR YEARS,

- origin of, I. 222, 223
- described by Littleton, 223
- of whatever length, and though originally held by freemen, is not a freehold estate, *ib.* 47
- but is a chattel real, which vests in executors or administrators, though otherwise limited by the party, 227. IV. 242. VI. 34. Exception for the king, I. 228
- vests in executors *ad infinitum*, till course of representation is interrupted by one administration, *ib.*
- a term for half or a quarter of a year, is, 223
- a term for a small number of years is as high an interest as for many more years, II. 380

ESTATE FOR YEARS—*continued.*

frequently called a term ; which signifies not only the period of continuance, but the estate and interest which passes, I. 223. IV. 59

must have a certain commencement and termination, I. 223

fealty to lessor is incident to, *ib.*

could not be defeated by collusive recovery in real action, 224

introduction of long terms for years, *ib.*

ancient and modern purposes of, *ib.*

is consistent with a grant of the reversion, 225

when created by conveyance at common law, does not vest, till entry of lessee, or his executors or administrators, *ib.*

otherwise when term created by conveyance under the statute of uses, *ib.* IV. 114

entry before lease begins is a disseisin, I. 225, 226

interesse termini, or lessee's interest before actual entry, 224

may be assigned before entry, 226

will not merge nor prevent merger, VI. 470

may be made to commence in *futuro*, for the freehold being still in lessor, is not in abeyance, I. 226

may determine by proviso ; as *e. g.* when the trusts of the term are satisfied, 227

granted in joint-tenancy, goes to survivor, II. 369—so does the trust of such a term, 370

conditions may be annexed to, without technical words, when, IV. 354

disposition of, by one executor, is good, I. 228

aliter, by one administrator, *ib.*

assignable by that one of two or more executors who proves the will, *ib.*

assignable before probate, if it is afterwards obtained in the local ecclesiastical court, *ib.*

assent of executor to bequest of, when necessary, and when presumed, *ib.*

purchaser of term from executor, is not liable for application of purchase money, *ib.*

administration of, being the wife's property, 228, 229

special administration of, commonly granted, 228

husband's right to alien, being his wife's property, 229

alien takes no right to, belonging to his wife, *ib.*

a freehold cannot be derived from it, *ib.*, but a rent, as a chattel interest, may, *ib.*

subject to crown, judgment, and simple contract debts, 234. IV. 421

but *bond fide* sale of, is good against all creditors, even the crown, I. 234

may be limited for life, with remainder over, to any number of then existing persons, for their lives, 235

ESTATE FOR YEARS—*continued.*

- but not entailed, *ib.* IV. 334
- limited to a person, and the heirs of his body, will not cease though there is a failure of issue, I. 235
- merges. *See Merger.*
 - by union of the term and the freehold in the termor, when, 236, *et. seq.*
 - by union with a term in reversion, 240
 - by lessee's surrender to the remainder-man, or reversioner, after entry, 237, 238
 - by surrender of assignee of lessee, before assignee's entry, 238
 - equity relieves against, 240
- does not merge,
 - when the term and the fee meet in the same person in different rights by operation of law, 239
 - so where they meet in different rights in the same person who has not the power of alienation over both estates, *ib.* VI. 480
- where the term is vested in feoffees to uses, I. 240. 358—361
- may be assigned, or a less estate created by tenant, 234, 235
- how forfeited by tenant's attempting to create a greater interest than he lawfully can, 241
- is a greater estate than a copyhold, 254
- no use results on a grant of it, 376
- conditions annexed to estates for life or years. *See Conditions.*
- implied condition annexed to this estate, II. 2
- may be extended by eligit, 52
- how affected by a judgment, *ib.* 53
- May be had,
 - in an advowson, III. 6, in which case the tenant may present, 14
 - in tithes impropriate, 49
 - in certain offices, 99
 - in a rent, 289
 - but not in a dignity, 148
- reversions expectant on estates for years. *See Reversion.*
- might be barred by fine and nonclaim, V. 182
- would pass by fine *sur concessit*, 97
- how a fine might be levied of an estate for years, 120. 182.
- is devisable, VI. 23. *See Chattel Real.*
- will pass by a will executed previous to the acquisition of an estate, 34
- Tenant for years, interest and power of,
 - has no seisin, I. 224
 - might falsify recoveries of their land had by collusion, *ib.* V. 269
 - his estate does not vest till entry, I. 225
 - entering before his estate commences is a disseisor, *ib.*

ESTATE FOR YEARS—*continued.*

- Tenant for years, interest and power of,
 - this possession is that of the heir, I. 50. 141. III. 344
 - lessee for half a year or any less time considered as tenant for years, I. 233
 - cannot grant away his interest, after having entered and been dispossessed, 227
 - entitled to same estovers as tenant for life, 230
 - cannot fell timber, or commit other waste, and see 8 East, 590. ib. II. 2
 - punishable for permissive waste, I. 119. 230
 - is within statutes Marlbr. and Glouc. against waste, 120. 231
 - action for waste, when lies against him, and his executors, 121. 232
 - without impeachment of waste,
 - will be restrained in equity, in same manner as tenant for life, 232
 - cannot dig and carry away the soil for bricks, ib.
 - nor fell timber just before lease expires, ib.
 - how far exempted from actions for accidental fire, 133
 - entitled to emblements when the estate is determinable on an uncertain event, 233, 234
 - may alien the whole or a part of his interest, 234, 235
 - may create a remainder, 235
 - holding over his term, becomes tenant at sufferance, 249
 - no notice to quit necessary to determine tenancy of lessee for a certain time, 251
 - is a purchaser by his contract and his covenants, 403. IV. 433
 - fine levied by, bound no strangers thereto, V. 120, and the lessor was within both of the savings in 4 H. 7., 202, and might bring ejectment without entry, 248
 - may be restrained from alienation, II. 7. IV. 332, n. (a)
 - how he should prescribe in a *que* estate, III. 422
 - his warranty was void, IV. 365
 - what leases he may make, 67
 - may assign his interest without consideration, 88, 89
 - might falsify a common recovery, V. 443
 - mortgagor in possession is, in what case, II. 80
- terms attendant. See *Trusts*.
- declarations of trust of terms. See *Declarations*.

ESTATE FROM YEAR TO YEAR,

- how this estate arises, I. 245—247
- binds the persons to whom, after its commencement, the reversion is granted, 247
- goes to the executors and administrators of the tenant, ib.
- privity between the tenant and the lessor, 246
- he may therefore take a release of the inheritance, 248

ESTATE FROM YEAR TO YEAR—*continued.*

- the tenant entitled to six months' notice to quit, I. 248
- and the landlord is entitled to the same notice, *ib.*
- for right to recover land or rent against tenant from year to year.
See stat. 3 and 4 Will. 4. c. 27. s. 8

ESTATE AT WILL,

- description of, I. 242
- cannot be made to a man and his heirs, at will of lessor, 242
- may arise by implication, as by entry under void lease, or holding over after term expired, 243
- must be at the will of both parties, *ib.* 244
- cannot be granted over, 244
- by what words created in a deed, IV. 288
- is not surrenderable, 87
- how determinable, I. 244, 245
- may be had in certain offices, III. 100
- in what similar to the estate of a mortgagor in possession, II. 80
- demise for uncertain time is seldom construed to be, I. 246
- Tenant at will, interest and power of,
 - his grantee is a disseisor, 244. Qu. *ib.*
 - sometimes entitled to emblements, *ib.*
 - cannot commit waste, *ib.*
 - not punishable for permissive waste, like tenants for years, *ib.*
 - no action lay against, within the statute of Gloucester, *ib.*
 - waste by, determines the estate, 245
 - six months' notice to quit must be given to him, or his personal representatives, *ib.* 248
 - how he must prescribe in a *que* estate, III. 422
 - may take a release, IV. 80
 - mortgagor in possession is, when, II. 80
 - for right to recover land or rent against tenant at will. See stat. 3 & 4 Will. 4. c. 27. s. 7

ESTATE AT SUFFERANCE,

- description of, I. 249
- distinction between the tenant and an abator, *ib.*
- there cannot be a tenant at sufferance against the king, *ib.*
- no privity between the tenant and the owner, *ib.*
- so that his estate cannot be enlarged by release, *ib.* 250
- tenant only holds by laches of owner, 249
- a person holding after notice from lessor must pay double value (4 G. 2. c. 28), 250
- landlord, his agent, or receiver, appointed by chancery, may give notice, *ib.*
- may be given before termination of lease, *ib.*
- acceptance of single rent no bar to recovery, 251
- where a person holds over after giving notice to quit, he must pay double rent, *ib.*

ESTATE AT SUFFERANCE—*continued.*

and a parol notice is sufficient, I. 251
 the tenant cannot take a release for want of privity, IV. 80
 nor grant a copyhold, I. 271

ESTATE UPON CONDITION. See *Conditions.*ESTATE BY STATUTE MERCHANT, STAPLE, AND ELEGIT,
II. 38

in what manner estates are held as security for money, ib.
 chattels and annual profits of lands, but not lands, were at common
 law liable to payment of debts, ib. 39. 42
 except where the debt was to the king, or owing by the heir on
 bond of his ancestor, 39
 by stat. Acton Burnell *de mercatoribus*, 11 Ed. 1. and 13 Ed. 1.
 st. 3. c. 1. lands were made liable for payment of debts, ib.
 of a statute merchant, ib. 40
 of a statute staple, 40, 41
 of a recognizance in nature of a statute staple, 41. IV. 95
 form of a recognizance, II. 41, 42
 enrolment of statutes and recognizances how to be made, 42
 of a judgment and elegit under 13 Ed. 1. West. 2. c. 18., ib. 48.
 See *Judgment, Elegit.*
 what may be extended on a statute or recognizance, 47. 51. IV. 95
 execution on a statute or recognizance, II. 46, 47. See *Recognizance.*
 a *liberate* is necessary on a statute staple or recognizance, but not
 on a statute merchant, 47
 where the court of chancery may award a re-extent, ib. 48
 who may extend lands, 47.—and how, 48. See *Elegit.*
 no execution against the heir during minority, 49
 priority of the crown in executions, ib. 51
 the subject's execution by elegit had before the king's suit com-
 menced is preferred to it, 49, 50, 51
 the court of exchequer may sell absolutely on extent by the
 crown, 62
 how a judgment affects a term for years, 52, 53
 these estates are only chattels, 54, 55
 the tenant has like remedy by assize for them as for freeholds, 54, 55
 and may be punished for waste, 55
 his other remedies on eviction, 56. 59
 must be executed by entry, 55
 cannot be assigned before entry, ib.
 could not be barred by recovery, ib. V. 423
 might be barred by fine and nonclaim after actual extent, 184. 228
 effect of fine levied by cognizor of, 192, 193
 cognizee by statute of a manor to which an advowson is appendant
 cannot present, *semble*, III. 20

ESTATE BY STATUTE MERCHANT, &c.—*continued*.

duration of these estates, II. 59

cognizee may hold over for payment of interest, &c. when, 58,
59. 61, 62

determination of these estates ;

of an estate by statute or recognizance by *scire facias ad reha-
bendum terram*, II. 60

of an estate by *elegit* ;

sometimes by entry, *ib.*

when by *scire facias*, *ib.* 61

an assignment of statutes, &c. will protect purchasers without no-
tice, 63

Writ of *elegit*,

originated from 13 Ed. 1. West. 2. c. 18., II. 42

practice of executing warrants of attorney to enter up judgment
for debts is derived from this act, 43

lies on a warrant of attorney for a debt, *ib.*

proceedings on, and duty of sheriff under, 48

only half the debtor's land can be extended by, or the whole
execution is void, *ib.*

where two judgments in *elegit* are obtained by one person, he
may extend both moieties, *ib.*

but a moiety of the remaining moiety only can be extended if
the judgments are several, *ib.*

moiety must be set out by metes and bounds, *ib.*

but need not be the half of each particular farm and tenement, *ib.*

sheriff only delivers legal, and not actual possession, 55

actual possession must be recovered by ejectment, *ib.*

evidence in such ejectment, *ib.* 56

cannot be recovered, where there is a tenant in possession
under a lease prior to the judgment, 56

but a moiety of the reversion and rent may be extended,
51. 56

what may be extended by *elegit* ;

an estate in fee simple in possession, 51

an estate in reversion expectant on leases for life or years, and
a moiety of the rent, *ib.*

a rent charge, 52

lands purchased after obtaining a judgment, 48, 49

though aliened by debtor before execution, 48, 49

but not if he had aliened before the judgment, 49

trust estates for the debts of *cestui que trust*, I. 412, 413.

II. 53

estate tail for the life of the tenant in tail, 51

term for years, 52., lands held in ancient demesne, *ib.*

what may not be extended by *elegit*,

lands aliened before the judgment, 49

ESTATE BY STATUTE MERCHANT, &c.—continued.

- what may not be extended by eligit,
copyholds, II. 54. glebe lands, ib.
- advowsons in gross, ib. III. 9
- equitable interest in term for years, II. 54.
- equity of redemption, ib.
- interest on, beyond penalty of judgment, 61, 62

ESTOPPEL,

- a contingent remainder may pass by estoppel, II. 333
- deed may operate by, IV. 256
- where a common recovery would operate by estoppel, V. 310.
396
- a fine might operate by estoppel, and as such would pass executory interests, 213. VI. 425
- the surrender of a possibility will not operate as an estoppel, V. 452

ESTOVERS,

- what are, I. 104, 105. 280
- a tenant for life entitled to them, 104, 105
- also a lessee for years, 230
- and copyholders, 280
- common of estovers, III. 69
- a recovery cannot be suffered of estovers, V. 340

ESTRAYS, III. 260**EVIDENCE. See *Parol Evidence.***

- of illegitimacy, III. 319, 320
- of customay descents, 394
- cannot be admitted to contradict a record, V. 84, 85. 237. 427
- in a writ of error to reverse a fine, 236, 237
- of a recovery under the stat. 14 Geo. 2. c. 20., 336
- of a fine, 83
- parol evidence admissible to rebut resulting trusts, I. 392
- but not against the legal operation of a deed or implied trust, ib.

EXCEPTION IN A DEED, IV. 271**EXCHANGE. See *Deed.***

- defined, IV. 74
- circumstances necessary to, are
- equality in quantity of estate, 74
- that the word *excambium* be used, 74—76. 357
- that it be executed by entry or claim in life of the parties, 74
- but an exchange by lease and release is complete by stat. of uses without entry, 75
- if both parties die before entry, an exchange at common law is void, but if one enter it is good, ib. III. 329

EXCHANGE—*continued.*

- circumstances necessary to, are
 - that if of things which lie in grant, it be by deed, IV. 74, 75
 - that if of lands lying in several counties it be by indenture, 74
- since 29 Car. 2. c. 3. s. 4., every exchange must be by deed in writing and signed, 75
- is complete without livery of seisin, *ib.*
- implied a warranty, 76, 357
- can only be between two distinct contracting parties, 76. V. 13
 - but there may be more than two persons, IV. 76
- implies a condition of re-entry, 357
- by whom may be made, 76
 - by an infant is only voidable, *ib.*
 - by husband and wife may be avoided by wife after husband's death, *ib.*
 - by ecclesiastic, *ib.* 14
 - by tenant in tail with tenant in fee simple, how avoidable, 75. I. 79
- heir takes by descent in case of, when, III. 329
- revokes a devise, VI. 103
 - of lands lying in common fields, by stat. 4 & 5 Will. 4. c. 30. App. VII. 6

EXCOMMUNICATE, may be grantor or grantee of copyhold, I. 272

EXECUTION. See *Judgment.*

- when a sale by execution is a breach of a condition restraining alienation, II. 11
- upon a statute of recognizance by elegit. See *Estate by Statute Merchant*, &c.
- priority of the crown on, 49—51
- subject's elegit had before king's suit commenced, is preferred to it, 51
- whether an execution on an estate in joint tenancy binds the survivor, 376
- in a recovery. See *Recovery.*

EXECUTORS AND ADMINISTRATORS,

- entitled to a term for years, I. 227
- and to a tenancy from year to year, 247
- in what cases they may grant copyholds, 270, 271
- administrator an assignee within a condition restraining alienation of lessee, his executors, or assigns, II. 7
- may take advantage of the breach of a condition, 34, 35
- entitled to money due on mortgage, 155
- of an executor, are liable to an action for waste done by their testator, 321
- when entitled to a rent, III. 283
- what leases they may make, IV. 68

EXECUTORS AND ADMINISTRATORS—*continued.*

- when entitled to the next presentation to a living as a chattel real, III. 14
- executors having lands in trust to pay debts might be barred by fine and non-claim, V. 179
- remedy by and against by stat. 3 & 4 Will. 4. c. 42. I. 121
- administrator's claim accrues from death of deceased, 3 & 4 Will. 4. c. 27. s. 6
- when power of sale in, whether heir necessary party to conveyance, VI. 361

EXECUTORY DEVISE. See *Devise.***EXECUTORY INTERESTS.** See *Contingent Remainder.*

- devisable, VI. 26, 27. 424
- assignable, and would pass by fine or recovery, 425
- pass at law as to lands in Ireland, by stat. 4 & 5 Will. 4. c. 92., App. VII. 13
- descendible and transmissible to heirs and executors, 426

EXPECTANCY, estates in, II. 202

- of issue in tail not barrable under 3 & 4 Will. 4. c. 74. V. 233

EXTENT,

- process by writ of, in exchequer for debt to the crown, I. 60
- uses not extendible before the statute of uses, 342
- upon a statute or recognizance. See *Estate by Statute Merchant, &c.*

EXTENTA MANERII, 4 Ed. I., I. 42, 43**EXTINGUISHMENT**,

- of copyholds, I. 324. See *Copyholds.*
- of a particular estate destroys contingent remainders, II. 271
- of common by release, III. 81
- of a right of way, 90
- of a rent, 297
- a release may operate by extinguishment, IV. 81
- of powers, 234
- of an *interesse termini*, VI. 471

EXTRA-PAROCIAL LANDS. pay tithes to the king, III. 48

F.

FAIRS AND MARKETS, right of holding them, III. 264**FALSE JUDGMENT**,

- writ of, did not lie on decision of a customary court, I. 267
- lay to amend errors of a court not of record, V. 242
- lay to reverse what recoveries, 440

FARM,

- origin of the word, III. 272
- what passes by this word in a deed, IV. 267
- what in a devise, VI. 190

FEALTY, or OATH OF FIDELITY,

nature of, I. 11. 24

is not dispensed with as by release of seignior in gross, 34. 40

not necessary to tenure in frankalmoign, 44

incident

to tenure in socage, 35

to an estate for life, 103

to an estate in dower, 165

to copyhold tenures, 280

to a reversion, II. 337

not to estate at will, I. 243

FEE, or FEODUM. See *Freehold, Estate in Fee Simple.*

fee, i. e. inheritance, I. 54. is best divided into

fee simple or absolute, 64

fee conditional, ib.

fee qualified or base, ib. See *Estate in Fee Simple.*

meaning of the word *feodum*, 54

feodum novum and *feodum antiquum*, distinction between, 15

feodum novum held as a *feodum antiquum*, its effects, ib. III. 335

feodum talliatum, I. 15. 67. 70. See *Estate Tail.*

FEE-FARM RENTS, III. 274. 285. IV. 153

not within statutes of limitation, III. 456. 465

FELONY. See *Attainder.*

to acknowledge a fine in the name of another was felony, V. 88

FEMALES,

formerly succeeded to dignities according to primogeniture, III.

189, 190

succeed equally to the estates of their ancestor, 333

marriage contracts by female infants, IV. 15

FEME COVERT. See *Married Women.***FEME SOLE, the Queen, one by prerogative, IV. 12****FEODUM.** See *Fee, or Feodum.***FEOFFEE TO USES.** See *Uses.***FEOFFMENT.** See *Livery of Seisin. Fines.*

was the only written instrument of conveyance by the ancient law,
V. 64

is a gift of a free inheritance to a man and his heirs, IV. 46

donor must be in possession, 77

is a common law conveyance, 45

technical words of, are unnecessary, 46

was good at common law, without consideration, I. 341

by deed poll, IV. 8

signing and sealing deed of, is incomplete without formal delivery
of possession by feoffor to feoffee, IV. 46. See *Livery
of Seisin.*

FEOFFMENT—*continued*.

- who may convey by feoffment,
 - a corporation sole or aggregate, IV. 49, 50
 - a tenant in common or coparcener, but not a joint tenant to his companion, 50
- effect of a feoffment with livery of seisin by an idiot or lunatic, 49
- by an infant, *ib.*
- cannot be made to commence *in futuro*, 48
 - unless in the case of a remainder, 49
- can only be made of corporeal hereditaments, of which the feoffee may have actual livery, 50
- operation of, *ib.*
- transfers the freehold by disseisin without regard to the feoffor's quantity of estate, *ib.* and see 52. V. 120. 293
- by a tenant in tail,
 - created a discontinuance, I. 79. IV. 51
 - except to create a lease warranted by stat. 32. H. 8. c. 28. s. 1. so as to bind the issue in tail, 61
 - destroys contingent remainders, when, II. 269
- by a tenant for life,
 - creates a forfeiture, I. 109. 241. IV. 51
 - destroys his powers, 236
 - of his life estate destroys contingent remainder, II. 269
- by tenant for years, IV. 50
 - creates a forfeiture, I. 241. II. 2
- distinguished from a gift or grant, IV. 51
- does not bar collateral powers, 238, 239
- when it altered the descent, III. 337, 338. 341
- by an infant with livery of seisin, prevents an escheat, 400
- taking, by purchaser from a *cestui que use* before fine levied, V. 300
- to make a tenant to the *præcipe* 293. when it operated as a disseisin, *ib.*
- without livery of seisin, held to be a revocation of a devise, VI. 94

FEUDAL JURISDICTION,

- of lord to determine disputes of his vassals, I. 17, 18. 31

FEUDAL SYSTEM,

- customary law of Normandy, introduced into England, I. 3, 4
- generally adopted here, *circa* 20 W. I. A.D. 1085. 19

FEUDS,

- origin and nature of, I. 3. 5
- defined, 8
- different kinds of, as proper, improper, &c. *ib.* 9
- mode of granting, by investiture, before witnesses, &c. 9.
- incidents to, as fealty and homage, 10, 11. 24
- fealty necessary to existence of, 11

FEUDS—*continued.*

duties of lord and vassal, as counsel and aid, feudal aids, I. 11, 12.

See *Aids, Lord and Vassal.*

were unalienable without consent of the lord, *ib.*

might be partly disposed of by subinfeudation, 13

subinfeudation taken away,

in France, *ib.*

in England by statute *Quia Emptores*, 22. See *Subinfeudation.*

estate of lord in, 13

estate of the vassal, 12

consequences of vassal's eviction from, *ib.*

duration of, at first precarious, *ib.*

how became hereditary, and rules of descent of, 14. 19, 20

descent of,

to collateral relations, checked, 14

investiture on, 15, 16

relief on, 16

escheat of, *ib.*

forfeiture of, *ib.* 17. See *Lord and Vassal, Seignior.*

introduction of, into England, 19

FIDEI COMMISSUM,

origin and nature of, I. 332

gave rise to uses, 333

FINES,

to which copyholders are subject. See *Copyholds.*

for alienation of property, I. 27, 40. IV. 4. 6

due to the king on suing out original writs, V. 72

FINE TO LORD ON ALIENATION OF FEUD,

origin of, I. 13

FINE,

origin and nature of fines, V. 63, 64

form of, 65

why so called, *ib.*

description of, *ib.*

in England and Wales abolished by stat. 3 & 4 Will. 4. c. 74. V. 63

in Ireland, by stat. 4 & 5 Will. 4. c. 92. App. VII. 12

transferred land without livery of seisin, and why, V. 65, 66

more highly favoured in law than any other assurance: and writ of

querela de fine facto, &c. 66

taken from the *transactio* of the civil law, *ib.* 70

when first introduced into England, 67

ancient manner of levying, 69

modern manner of levying was settled by stat. 18 Ed. 1. 71

fines were at common law, and with proclamations, 92. 167

when fines were said to be completed, 79. 88, engrossed, 82

all the proceedings on fines must have been recorded, 83

FINE—*continued.*

- act 31 Car. 2. c. 3., after the chirographer's office burnt, V. 84
- motions to prevent fines from being completed, 87
- to acknowledge a fine in the name of another was felony, 88
- began to operate, when, 89
 - from return day of the writ, *ib.*
- acknowledged out of the kingdom, how proved, 112, 113
- I. The original writ,
 - its necessity, 71
 - fines levied without it were only voidable, but not void, *ib.*
 - fines might be levied on any writ which concerned lands, instances, 72
 - usually a writ of covenant, *ib.*
 - there must have been one for each county, *ib.*
 - on what days tested: fifteen days between the teste and return, *ib.*
 - primer fine was due to the king on suing out, *ib.*
 - its amount, *ib.*
 - directed to the coroner when the sheriff was a party, *ib.*
 - if countermanded by a *retraxit*, a fine could not be levied thereon, *ib.*
 - did not abate by the death of the king, 73
 - but if any of the parties died before the return, the fine would be void, *ib.*
 - how the parcels should have been described in, 141
 - whether it might be amended, 139
- II. The *licentia concordandi*, 73
 - of the king's silver, or post fine, on obtaining,
 - its amount, 73
 - how entered, and what such entry ought to have contained, *ib.* 74
 - the death of any of the parties before entry generally made the fine void, 74, rule of court on that head, 80, affidavit of the parties being living when necessary after lapse of year, or of year and day, before entry, 75
 - rule of court, and statute of 32 Geo. 2. c. 14, respecting its payment, *ib.* 76
 - a mistake in the entry would be amended, 140
 - no averment which contradicted the record could be made as to the time of entry, 237
- III. The concord,
 - was the substance of the fine, 78, and completed the fine, 79. 88
 - nature and form of, 88
 - contained an express warranty by cognizor to cognizee, 78, 169
 - parties to a fine must have appeared personally in court, and not by attorney, 79
 - could not be acknowledged before writ of covenant sued out, and rule of court, *ib.*

FINE—*continued.*

death of cognizor after acknowledgment of, V. 79
 of what lands, and between what persons, might be made, 80
 might extend to lands in different counties, *ib.*
 was similar to a judgment in an adverse suit, and the consequences,
ib. 81. 172, 173
 lands were never limited in, to two persons and their heirs, but
 to the two and the heirs of one of them, 81
 except in gavelkind, *ib.*
 no fine ought to have been levied on condition, 82
 nor should a saving, exception, or clause of re-entry, have been
 allowed therein, *ib.*
 the parties might insist upon having the indentures made to
 agree with the concord, *ib.*

IV. The note, 82

V. The foot, chirograph, or indenture, *ib.*
 meaning of the word '*chirographum*', 70
 fine when completely levied and engrossed, 82. 88
 the record of the fine remaining with the chirographer was the
principale recordum, 83
 is evidence to all persons, and in all courts, *ib.*
 tables of fines to be fixed in C. P. and courts of assizes, *ib.*
 there could be no averment against the record of a fine, 84, 85
 no averment admitted as to time of caption, 85
 an averment however was admitted to explain, not contradict a
 fine, when there was an *ambiguitas latens*, 87

The proclamations,

statutes requiring them, 90
 were indorsed on the foot of the fine, and considered as matters
 of record, *ib.*
 were void, if made on days when the court did not sit, 91
 an error in, did not avoid the fine, but it enured at common
 law, *ib.*
 how proved in evidence, *ib.* 92
 heirs of cognizee might cause to be made after his death, 92
 might be amended, even after a writ of error for defect in them, 141
 fines levied by tenants in tail barred the issue, before all procla-
 mations were duly made, 166, and why, *ib.* 167
 fines levied without, might be avoided without entry, 243

Executed and executory fines, 93

origin of the distinction between, *ib.*
 no writ of possession was necessary to gain possession of the
 land passed by the fine, 94
 no rent could be reserved on an executed fine, 95, 96

Sur cognizance de droit come ceo qu'il a de son done :

nature and form of, 94, 95
 was an acknowledgment of a feoffment on record, 95

FINE—continued.

Sur cognizance de droit come ceo qu'il a de son done :

was executed, and gave cognizee immediate possession of the land, V. 95

passed a fee simple without the word 'heirs,' unless there were express limitations, ib.

and nothing but an absolute freehold, ib. 96

rent could not be reserved on, 95, 96

if levied by tenant for life was a forfeiture, 219. I. 109

Sur cognizance de droit tantum :

nature and form of, V. 96

generally used to pass a reversionary interest, ib.

might be used by a tenant for life, to surrender to remainderman, &c. ib.

was called a fine upon surrender, ib.

was executory, and passed a feesimple without the word 'heirs,' ib.

Sur concessit :

nature and form of, 97

was executory, ib.

could not be levied for passing such estate as the party might have, but what he had, ib.

levied by a tenant for life was not a forfeiture, 220

by married woman, 174

barred an entail as long as it continued in force, 166

Sur done, grant et render :

nature and form of, 97. 222

comprehended the fine *sur cognizance de droit come ceo, &c.* and the fine *sur concessit*, 97

was used to create particular limitations of estates, 98. 222

was part executed and part executory, 98

of what lands, and to whom the render must have been made, ib.

wife of cognizee was not entitled to dower, ib.

operated as a feoffment and re-enfeoffment, and gave a new estate, ib.

need not have had such a precise form as other fines, why, ib.

declaration of uses of, contrary to the grant and render, was void, 99

gave a new estate, and altered the descent, 221

was the only fine which altered the descent, 222, and how operated on an estate tail, 165

cognizor could not assign error in the *grant* and *render*, 236

In what courts fines might be levied :

originally in all courts having power to hold plea of land, V. 100

usually in the court of common pleas, 101

also in the courts of the

county palatine of Lancaster, 101, 102

county palatine of Chester, 102

FINE—*continued.*

- In what courts fines might be levied :
 - county of the city of Chester, V. 102
 - dedimus* by mayor, 107
 - how such fines may be reversed, 235
 - county palatine of Durham, 103
 - of great sessions in Wales, 104
 - how such fines may be reversed, 235
 - of the Isle of Ely, 104
 - of ancient demesne, *ib.*
 - and of cities and corporate towns, 105, 106
- in the court of common pleas,
 - fines of copyholds could not be levied there, 183
 - rules of the court relative to fines, 75. 77. 79. 87. 111, 112
 - fines of lands held in ancient demesne could not be levied in, 104
- Who might take the acknowledgment of fines :
 - two justices of common pleas, 101
 - chief justice of the common pleas, 106
 - commissioners appointed by writ of *dedimus potestatem*,
 - out of chancery, 107
 - granted by mayor of city of Chester, for fines within that city, *ib.* 114
 - who might be such, 108
 - their duty, 109
 - origin and nature of the writ, 106, 107
 - how the acknowledgment of a fine was to be taken and certified, 110, 111, 112
 - a fine will not be reversed for a trifling error in the return under this writ, 111
 - the writ should bear *teste* on or after the date of the writ of covenant, 109
 - rules of court respecting the writ, 111, 112
 - justices of Wales, 114
 - judges of assize, 108
 - fines taken by commissioners out of the kingdom, how proved, 113; the strictness remitted, *ib.*
- Who might levy fines ;
 - all persons of full age and sufficient understanding, 115
 - the king, by grant and render, *ib.* 116. 166
 - the queen, 116
 - married women,
 - if joined with their husbands, 116. 172, 173. IV. 128
 - so of a trust estate, V. 181
 - might formerly have appointed their husbands attorneys to levy fines for them, 116. 173
 - but latterly must have been privately examined, 116, 117

FINE—*continued.*

Who might levy fines ;

- an averment that a married woman had not been privately examined would not be admitted, V. 116, 117
- effect of a fine levied by a married woman alone, 117; 118
- a fine is void, if it appear by the record that she was married, 118
- cases in which fines acknowledged by wife without her husband have been allowed on *valeat quantum*, 119
- no saving in their favour in the stat. *de modo levandi fines*, except in case of infancy of husband at the time of fine levied, 151, 152
- origin of their power of joining their husbands in fines, 172
- where they levied fines with their husbands, of their own estates, the whole interest passed from them, 173, the warranty in such fines should have been from the husband and wife, and the heirs of the wife, 174
- acknowledgment of by married women, 106. 117
- person appointed to convey under 1 Will. 4. c. 60. s. 8. instead of married woman trustee, 119
- joint-tenants, coparceners, and tenants in common, of their respective shares, *ib.*
- persons outlawed, 120
- disseisors or abators, when, 121
- persons having seisin in law by descent, *ib.* or having a defeazible right only, *ib.*

Who were incapable of levying fines,

- persons having no estate of freehold in the lands, either by right or wrong, 120. 247
- tenants for years, or by statute merchant, statute staple, or elegit, 120. 182
- copyholders, 120
- Qu. as to fines by tenants for years, or copyholders in by disseisin, *ib.* 417. n.
- persons having taken possession by wrong could not levy a fine before receipt of rent, 122
- cases in which a fine might operate, though the parties had no estate of freehold,
 - when levied of a trust estate, 126. 179, 180. 250
 - or by a vouchee to a demandant in a real action, 126
- aliens, *ib.*
- infants should not be allowed to levy fines, 127
 - if an infant was permitted to levy a fine, which was not reversed during his minority, it must stand good, *ib.*
 - fact of infancy is tried by inspection of the infant's person in open court, *ib.*
 - on what other evidence, *ib.* 128

FINE—*continued.*

- Who were incapable of levying fines,
 - if an infant levied a fine, and the infancy were recorded, the fine might be avoided at any time after, V. 128
 - infant trustees might levy fines, *ib.*
 - fines of, how relieved in equity, 253, 254
 - idiots and lunatics should not have been permitted to levy fines, but if permitted, the fines were good, 129, relief in equity, when, 253, 254
 - a corporation aggregate, but not a sole corporation, 131
 - women seised of jointures, and husbands seised *jure uxoris*, 231. 408. 413
 - every estate created by the fine of a jointress was void as against the heir, 409
- What persons might take lands by fine, 131
 - infants, married women, and corporations, why, *ib.*
 - the king, *ib.*
- Of what things a fine might be levied,
 - every species of real property, 132
 - an office, though no *præcipe* could be brought for it, *ib.*
 - an advowson in gross, *ib.*
 - a rent, *ib.*, but a rent in the hands of a third person could not be barred by fine, 228
 - tithes impropriate, 133
 - not of a dignity, III. 154. V. 233
 - nor of money to be laid out in land, 134
 - a share in the New River, 133
 - what descriptions should be used, 134
 - equity restrains the operation of a fine to lands really belonging to the cognizors, 137
- In what cases a fine might be amended,
 - Qu. whether an amendment was allowed in the original writ, 139
 - a mistake in the entry of the king's silver might be amended, 140
 - the proclamations might be amended, 141
 - the description of the parcels sometimes amended, *ib.*
 - a fine permitted to pass as of a term twenty-two years previous, *ib.*
 - amendment not now necessary if the error in the proceedings be apparent from the declaration of uses, 138. 144
 - one name would not be substituted for another, 144
 - a fine of one term would not be altered by making it a fine of another term, 146.
- Fine at common law, or without proclamations,
 - force of a fine at common law, 91. 148, &c.
 - transferred the possession, and right of possession, 148
 - but did not toll right of entry of parties entitled; Exceptions, *ib.* 149. 156. 188

FINE—continued.

- Fine at common law, or without proclamations,
 - did not bar the issue in tail, except by way of discontinuance when levied by tenant in tail in possession, V. 163
 - time allowed at common law, to make claim against, 150
 - stat. 18 Ed. 1. st. 4. *de modo levandi fines*, ib.
 - effect of a fine under this statute, ib.
 - has no saving in favour of married women, 151
 - directs a claim within a year and a day, ib. 152
 - stat. 27 Ed. 1. *De Finibus Levatis*, 152
 - stat. of non-claim, 34 Ed. 3. c. 16. 153
 - directs that non-claim for year and day shall not bar claims to reverse fines, ib.
 - inconveniences which it was intended to remedy, 152, 153
 - is in force as to fines levied without proclamations, 153
 - barred an estate tail in a copyhold, 170
 - barred married women, 176, 177
- Fine levied with proclamations, according to 1 R. 3. c. 7., 4 H. 7. c. 24. 92. 155. 32 H. 8. c. 36. 156, had what effect in barring estates tail, ib. 157
- barred all privies and strangers, 156, 157
- of land entailed to cognizor, barred his lineal heirs, or issue in tail, and his collateral heirs, claiming *per formam doni*, 156, 157. 161. I. 92, by making his estate a base fee, V. 161. 167, 168
- unless such heirs were privies in blood only, and not in blood and estate, 158
- who are privies to a fine under stat. 4 H. 7. 157
- though cognizor was not in actual possession, had never entered, and had only a right, 158
- so, if cognizor was tenant in tail in remainder, 159
- so, if tenant in tail made a feoffment, and afterwards levied a fine, ib.
- so, if tenant in tail, after disseisin of estate tail, levied a fine, 160
- or, if cognizor had only possibility of estate tail, and the estate never descended to him, ib. 161
- but the collateral heirs were not barred in such case, 161—163
- did not bar collateral heirs, who could make a title without the cognizor or any of his issue, for such heirs were not privies, 162
- bars entail of a rent charge, 164
- and entail of advowson, ib.
- and entail of an equitable or trust estate, as if the cognizor had the legal estate, I. 407. V. 165
- other effects of, on estates tail, 165

FINE—continued.

Fine levied with proclamations, &c.

sur concessit barred an entail as long as it continued in force, V. 166

though defeated by a person having a particular estate, still barred the issue in tail, *ib.*

the king tenant in tail might bar entail by fine *sur done grant et render*, *ib.* 115, 116

cestui que trust in tail might, by fine duly levied, bar his issue in tail, 181

barred the issue in tail before all the proclamations were passed, 166 did not bar remainders or reversions if the persons entitled, claimed in due time, and why, 167, 168

but tenant in tail, having the immediate reversion in fee, let in the reversion by such fine, 168

did not bar estate tail given by the crown as a reward for services, I. 92. V. 169. 231

but barred the estate tail, but not the reversion, when the latter was in the crown, 168, 169

warranty in, had what effect on estates tail, 169

right of tenant in tail, under these statutes, to levy a fine, could not be restrained by condition, *ib.* II. 6

finer in inferior courts did not bar the issue in tail, V. 170., but barred married women, 177

Effects of fines, in barring particular estates and interests:

the parties were immediately barred, and had no time allowed them, except in case of infancy, 127. 171

lay corporations might be barred by fine, but not ecclesiastical corporations, *ib.* 172

a married woman, joining with her husband, 172

as to her own estate, 173, 174. 181, 182

effect of covenant that she should levy a fine, 177, 178

as to her right of dower, I. 177. V. 174

as to her jointure, I. 208. V. 174

as to any other interest she may have, 174, 175

as to a trust estate for her sole and separate use, 181

in whatever court, and whether with or without proclamations, 176, 177

devisees, if they had not entered, 179

executors to whom lands were given for payment of debts, *ib.*

Trust estates,

where the fine was levied by a stranger, 180

or by a *cestui que* trust, *ib.* 181

how not barred by fine levied by trustee, 180. 254

of married woman, given to her sole and separate use, 181

Terms for years,

might be barred by fine and non-claim, if the lessees were or ever might have been in possession of the lands, 182

FINE—continued.

Effects of fines, in barring particular estates and interests :

terms for years vested in trustees, on any trust (except to attend the inheritance), might be barred by fine and non-claim, V. 183

Copyholds :

are within the statute for abolishing fines and recoveries, 184. n.

a person having the freehold might bar a copyhold by fine, 183

where there was a custom of entailing them, a fine levied in the manor court would not bar such entail, unless allowed by custom to have that effect, 184

estates held by statute merchant, statute staple, or elegit, *ib.* 228

a power appendant, or in gross, might be barred by fine, IV.

234. 236. V. 184., might be destroyed in part by levying a fine of part of the lands, 185

a fine might operate as an execution of a power appendant, or in gross, *ib.*

but not a power simply collateral to the land, and not joined with an interest, 186, 187. IV. 238, 239

a right of entry for condition broken, V. 188

a fine and non-claim barred a writ of error, 189

a fine by mortgagor in possession did not bar a mortgagee, II. 83. V. 255

a fine by mortgagee in possession did not bar mortgagor, 256

a fine levied by a *cestui que* trust for life was not a forfeiture, I. 109. 407. V. 221

a fine levied by a particular tenant generally destroyed contingent remainders, 215. II. 270. 333

where a fine would alter an *ex parte* descent, III. 341. 384. V. 221

first saving in the statute for claimants, (4 Hen. 7. c. 24. s. 3.) within five years, 190

second saving in same statute, (s. 4.) for remainder-men and reversioners claiming within five years after their right accrued, 191

extended to those only to whom the right of avoiding the fine first accrued, 196

where a husband levied a fine of his wife's estate, she was allowed five years after death of husband to claim, 199, 200

where he levied a fine of his own estate, the wife was allowed five years to claim from his death, her right then accruing, 200

what allowances of time were made to infants parties to fines, 127. 171

exception or proviso in stat. 4 Hen. 7. in favour of infants, 204.

includes infants *in ventre matris*, 205

strangers having different rights, 201

claimants under persons dying under disabilities, 209

FINE—*continued*.

- third saving in stat. 4 Hen. 7., V. 203
- might operate as a release or grant, 212
- and as a confirmation, *ib*.
- operated as to the parties and their heirs, as an estoppel on record, 213. VI. 425., and as such barred contingent remainders, II. 333. and executory devises, VI. 425
- by tenant in tail with immediate reversion in fee, accelerated the reversion with the incumbrances thereon, V. 168. 214
 - but this effect was different from that of a recovery, 398
- by tenant for life divested remainders and reversion, 215, 216
- might operate as a revocation of a devise, 219
- created a forfeiture in some cases, *ib*.
- sur done grant et render* gave a new estate, without declaration of uses, 221
- altered descent, when, *ib*. III. 341. 384
- What persons, estates, and interests were not barred by fine and non-claim :
 - the king, unless he was a party, V. 223
 - ecclesiastical corporations, not even by their predecessors' non-claim, *ib*. 172
 - yet a bishop, dean, or vicar, might be barred by his own non-claim, 200. 224
 - estates not divested, 224
 - or where the possession was not adverse, 226, 227
 - a fine by one joint tenant was not an ouster of the other, but only a severance of the joint tenancy, though he was in of the old use again, 227
 - perception of rents by one coparcener or tenant in common was not an ouster of the other, *ib*.
 - a future interest in remainder or reversion, if not divested, *ib*.
 - estates by statute merchant, staple, and elegit, unless the lands were actually extended, 184. 228
 - a rent, right of way and common, being interests collateral to the land, 228. 230
 - estates in dower and jointures, 231
 - estates held *jure uxoris*, *ib*.
 - estates tail of the gift of the crown for services, *ib*.
 - reversions in the crown, *ib*.
 - springing and shifting uses, 232
 - dignities, 233. III. 154. mortgages, &c. V. 233
- How fines may be reversed for defect in the record :
 - writ of error, 234. 247
 - nature of this writ, 234
 - in what courts, and at what times, it must be brought, *ib*. 235
 - who may bring it, 235

FINE—continued.

- How fines may be reversed for defect in the record,
 - against whom it may be brought, V. 236
 - what may be assigned for error, *ib.* 237
 - the parol might demur for infancy, 238
 - but *semble* not since stat 1 Will. 4. c. 47. *ib. n.*
 - manner of reversal, 238
 - must be brought within twenty years, 239
 - how it may be barred, *ib.* 240
 - how a person may bar himself from bringing it, 239, 240
 - an infant might bar himself of his writ of error by levying a second fine, 240
 - barred by fine and non-claim, 189., when not, 240
 - and by a common recovery, 240. 394
 - can only be brought to reverse a judgment in a court of record, 242
- writ of false judgment lies to amend errors in a court not of record, *ib.*
 - is returnable in the court of common pleas, *ib.*
- writ of deceit, 240
 - the lord of a manor in ancient demesne was not barred of this writ by the death of any of the parties, 241
 - effect of a reversal by writ of deceit between the parties, *ib.*
 - sometimes by motion, 242
- Modes of avoiding the effects of a fine, *ib.*
 - real action, *ib.*
 - at what time it must have been brought, and how pursued, *ib.* 243
 - an ejectment would not avoid a fine, 243
- actual entry, *ib.*
 - when entry was effectual, and when not, *ib.*
 - a fine levied without proclamation might be avoided without entry, *ib.*
 - the entry must have been made with an intention of claiming the freehold against the fine, 244
 - where entry was prevented by force there must have been claim, III. 451. IV. 47. V. 244
 - the entry must have been actual, and not fictitious, as in ejectments, 244
 - by whom entry must have been made, 245
 - tenants in remainder and the lord of a copyholder might enter in the name of the tenant or copyholder, 246
 - a guardian by nurture or in socage might enter in the name of his ward, *ib.*
 - entry of one joint tenant, coparcener, or tenant in common, was sufficient for the other, *ib.*
 - the entry must have been followed by an action, *ib.*

FINE—*continued*.

- Modes of avoiding the effects of a fine,
 - by plea that the parties had no estate, &c. followed by ejectment, V. 247
 - who may plead *quod partes finis nihil habuerunt*, ib.
 - neither parties nor privies, 158. 247., nor in case of a trust estate, 250
 - by averment of fraud or usury, 250—252
 - by a court of equity, 252
 - where there has been fraud, ib.
 - where an infant, idiot, or lunatic levied a fine, 253
 - where a trustee, or other person, with notice of an incumbrance or trust, levied a fine, 254, 255
 - where a mortgagor or mortgagee levied a fine, 255
 - where equity directed a fine to be levied it would restrain its operation, 256
 - to accomplish uses of marriage articles, ib.
 - equity will not allow the plea of a fine and long possession under it, in bar of a bill for discovering the deeds declaring the uses of such fine, ib.
 - where a bill in equity had the effect of avoiding a fine, 243. 260
 - when it operated as a discontinuance of an estate tail, 155. 216
 - effect of a fine levied by a tenant for life in divesting remainders and reversions, 215, 216
 - deeds to declare the uses of fines, IV. 120. 126
 - deeds to lead the uses of fines, 120. &c.
 - a fine and declaration of uses considered as one conveyance, 141. V. 186
 - to make a tenant to the *præcipe*. See *Recovery*, 290
 - levied by a vouchee to a demandant in a recovery was good, 312
 - operation of a fine different from that of a recovery, 383
 - effect of a fine in letting in incumbrances different from that of a recovery, 398
 - revoked a devise, VI. 96
 - did not bar an executory devise, 369
 - assurance by persons under covenants to levy fines, V. 177

FIRE ACCIDENTAL. See *Accidental Fire*.

FISH CAUGHT AT SEA, the gains by them are titheable, III. 45.

FISHERY. See *Franchises*.

FLAX titheable, III. 43

FOLDAGE,

prescription for frank foldage, 423

FOOT OF A FINE. See *Fine*.

FORECLOSURE. See *Mortgage*, II. 197

FOREST,

- forest lands in the hands of the crown not titheable, III. 45
- franchise of a forest, 244
- beasts of forest, 246
- may well be in the hands of a subject, *ib.*

FORFEITURE,

- for treason and felony. See *Atainder*. *Escheat*.
- for the acts by which different estates become forfeited. See those titles.

FORMEDON, writs of, restrained by the statutes of limitation, 432

- abolished by stat. 3 & 4 Will. 4. c. 27. *ib.*

FOSSILS, belong to the owner of the soil, I. 45**FRANCHISES,**

- are incorporeal hereditaments, III. 2
- nature of, in general, 244
- a forest,
 - origin of this franchise, 244, 245
 - purlieu of, 245
 - forests laws in, *ib.*
 - what animals are beasts of, 246
 - comprehends within it a chase, park, and freewarren, and all beasts of venery, *ib.*
 - part of the land and wood in, may belong to private persons, *ib.*
 - when becomes a chase, *ib.* 247.
- a chase,
 - origin of, 246
 - distinguished from forest, *ib.*
 - what animals are beasts of, *ib.*
 - belonging to a subject is created, by what grant of the crown, *ib.*
 - king cannot make a chase in his subjects' ground, 247
 - a man may have in his own woods, how, 251
- a park,
 - what constitutes a park, 247
 - disparked, how, 248
 - subject to common, and not to forest law, *ib.*
 - within a forest, *ib.*
 - may be had in a man's own lands, and does not merge, 251
- a free warren,
 - described, 248
 - must be held by grant or prescription, *ib.*
 - what are beasts and fowls of warren, 249
 - grantee of, may appoint a warrener, *ib.*
 - may be had over another's lands by prescription, 250
 - lands may be aliened reserving the warren, *ib.*
 - may be appendant to a manor or in gross, *ib.*
 - may be had by prescription in a forest, how, 251

FRANCHISES—*continued.*

- a free warren,
 - may be had in a person's own lands, III. 251
 - constant exercise of, necessary to support right of, 270
- a manor, 251
 - of what consists, *ib.*
 - right of the lord to the soil of wastes, how rebutted, *ib.*
 - effect of grant of demesnes in fee simple, for life, or in tail, *ib.* 252
 - lands escheated to lord, become parcel of the manor, 252
 - rights of the lord as to game, *ib.*
 - possession of a manor gives a right to hunt over it, *ib.*
 - gamekeepers, 253, 254
 - semb.* lord cannot enter the freehold of another, though situate within the manor, for the purpose of hunting, 257
 - Qu. if he has not such right in a copyhold, *ib.*
 - the lord may erect a dovecot *de novo*, *ib.*
 - rights of lord of reputed manor as to game, *ib.*
- a court leet, 258
 - is not necessarily incident to a manor, but is derived from the sheriff's tourn, *ib.*
 - view of frankpledge is annexed to, *ib.*
- waif's and fugitive's goods, *ib.*
- wreck, 259
- estrays,
 - right of lord of manor to, described, 260
 - retaking, *ib.*
 - persons under disabilities are equally bound if they do not claim them within a year and a day, *ib.*
 - beasts belonging to the king are not forfeited as, *ib.*
 - what use may be made of, *ib.*
- treasure trove, *ib.*
 - how its concealment is punished, 261
- royal fish, *ib.*
- goods of felons, *ib.*
- deodands, *ib.*
- a free fishery, or exclusive right of fishing in a public river, *ib.*
 - ought to be as old as the time of Hen. 2., 262
 - distinguished from a several fishery, *ib.*
 - is held by grant, or prescription, *ib.*
 - in what cases belongs to the king, *ib.*
 - a recovery cannot be suffered of, V. 340
- a hundred, III. 264
- of holding fairs or markets, *ib.*
 - a court of *pie poudre*, 265
 - clerk of market, *ib.*
 - right of taking tolls, *ib.*

FRANCHISES—*continued.*

- how franchises may be claimed, III. 266
 - some by grant or record, ib. 267
 - some by immemorial usage, 267
 - what franchises may be held by prescription, ib. 422, 423
- how lost,
 - by reunion with the crown, 267
 - by surrender to the crown, ib.
 - by mis-user, 268
 - by non-user, ib.
 - repealed by *scire facias*, ib.
- previously to stat. 3 & 4 W. 4. c. 106. did not descend to the half blood, 351
- pass by bargain and sale, IV. 100
- by covenant to stand seised, 107. See I. 341
- by lease and release, 115. See I. 341
- by king's grant, V. 46
- when may be devised, VI. 26

FRANKALMOIGN, I. 44

- tenure in, not affected by stat. 12 Car. 2. c. 24., 28, 29. 44

FRANK-MARRIAGE, estates in, 71, 72. See *Estates Tail.***FRANK-PLEDGE**, view of, III. 258

- may be demanded in a writ of partition between joint tenants, II. 386

FRAUD,

- statute of frauds. See *Statutes.*
- construction of it in relation to agreements, IV. See *Agreement.*
- a trust results where there is fraud, I. 397
- priority of incumbrances may be lost by fraud, II. 169
- also an equity of redemption, 93
- and a right of foreclosure, 122
- equity will avoid a deed obtained by fraud, IV. 410
- a fine may be avoided by averment of fraud, V. 250
- practised on a testator, renders a devise void, VI. 128

FRAUDULENT DEVISES. See *Devise.***FRAUDULENT CONVEYANCES**,

- what conveyances are fraudulent within the statutes 13 Eliz. c. 5. and 27 Eliz. c. 4. IV. 423
- a fraudulent conveyance not a revocation of a devise, VI. 104

FREDUM, what, I. 17**FREE BENCH**, I. 164. 284, 285

- of what it usually consists, 285
- right to, attaches before husband's admittance, ib.
- the trust of a copyhold not subject to free bench, ib. 410

FREE BENCH—*continued*.

- in what cases a widow may enter, I. 286
- privileges annexed to free bench, 285
- forfeited by incontinency or second marriage, *ib*.
- recovered by plaint in manor court, and not by ejectment, 286
- emblems incident to, 285
- may be barred,
 - by jointure, 286
 - by husband's alienation, for he must die seised, *ib*. 287
 - by surrender for that purpose, or to the use of his will, 288
 - barred in equity, by an agreement to convey, *ib*.
 - by forfeiture of the husband, 289
 - by grant of freehold to the husband, *ib*.
 - by devise, *ib*.
- seisin during coverture is sometimes sufficient to entitle the wife, *ib*.
- sometimes subject to a fine, 293
- man's, 144

FREE TENURE, 48

FREE CHASE, FISHERY, AND WARREN. See *Franchises*.FREEHOLD, ESTATE OF. See *Estate in Fee Simple, Fee or Feodum, Tenement*.

- what, I. 47, 48
- is either estate of inheritance or not of inheritance, 54
- Requisites to, as
 - immobility; viz. land, or interest issuing from, or annexed to land, 47
 - indeterminate duration, as for his own or another's life, or till marriage, or goes to R. *ib*.
- opposed to copyhold and villenage, 48, 49. 255
- in what sense a copyholder may be a freeholder, 48, 49
- may be sometimes moveable, 49
- the word applies to rents, commons, offices, and the like, as well as to land, IV. 268
- must be held by free tenure, I. 49
- of upper chamber in a house, *ib*.
- seisin of, *ib*. See *Seisin*.
 - abatement of, 51. See *Abatement*.
- how it may be created to commence *in futuro*, 53
- Entry on, by heir,
 - previously to stat. 3 and 4 Will. 4. c. 106. generally necessary to create a seisin in deed, 50. III. 344
 - on any part gives seisin of all the lands in the same county, I. 50
 - must be in each county when the lands lie in different counties, *ib*. III. 344

FREEHOLD, ESTATE OF—*continued.*

- Entry on, by heir,
 - only necessary when the lands were in the occupation of the ancestor, I. 50
 - not necessary therefore, when in possession of
 - lessee for years, *ib.* III. 344, 345
 - guardian in socage, I. 50. III. 345
- Abeyance of. See *Abeyance.*
 - why not favoured by the law, I. 52
 - instance of, in glebe on death of incumbent, 53
- cannot, by conveyance at common law, be created to commence *in futuro*, except by way of remainder, *why, ib.* 343
 - but may be, by conveyances under the statute of uses, and by devise, *ib.* 55. II. 263. VI. 377
- who may hold, and be freeholders,
 - bodies corporate may hold estates transmitted to them by their predecessors, I. 53
 - denizens and naturalized persons, *ib.*
 - not aliens, or persons attainted of treason or felony, or having incurred *præmunire*, *ib.*
- assize lies for estate by statute merchant, staple, and elegit, as freeholds, though they are but chattels, II. 54, 55
- special occupancy of, by executors and heirs, III. 290
- a right to a freehold not barred by a collateral satisfaction, I. 187, 188
- cannot be derived from an estate for years, 229
- transferred by devise without entry, VI. 7
- a tenant to the *præcipe* must have had a freehold in possession V. 274
- estates less than freehold, I. 222. 227
- freeholds, customary. See *Customary Freeholds.*

FRUIT TREES titheable, III. 42

G.

- GAME, right of taking, III. 249. 252. See *Franchises.*
 - origin of covenants in leases for entry to kill game, 256
 - probable origin of statutes for qualification to kill, *ib.*

GARDEN HERBS titheable, 44

GAVELKIND LANDS,

- tenure in gavelkind, I. 38, 39
- subject to customary curtesy, 144. II. 394
- and customary dower, I. 154. 158. II. 394
- entry on, for breach of condition, 34
- in what manner they descend, III. 387
- do not escheat for felony, 401
- coparcenary in, II. 391

GAVELKIND LANDS—continued.

- curtesy in, I. 144. 149
- fine of lands held in, V. 81
- devise of rent charge on gavelkind land, VI. 26
- stat. 3 and 4 Will. 4. c. 106. extends to, III. 387. n.

GIFT,

- distinguished from a feoffment, IV. 51
- effect of the word *dedi*, ib. 83
- if by feoffment requires livery of seisin, 51
- properly applied to create estates tail, ib.

GLEBE LANDS,

- in abeyance on death of parson, I. 53
- cannot be extended by *elegit*, II. 54
- applying timber cut on, I. 132

GLOUCESTER, statute of, 6 Edw. 1. See Statutes.**GOLD MINES** belong to the king, 46**GRAIN** titheable, III. 40**GRAND SERJEANTY, I. 27. III. 93****GRANT,**

- distinguished from feoffment, IV. 51
- what things lie in, ib. 52
- good without attornment or livery, 51
- technical words of, are not necessary, ib.
- what may be created or conveyed by, 52
- operation of, ib.
- does not create a discontinuance or forfeiture, and why, 53
- is the proper mode of conveying incorporeal hereditaments, 51
- how pleaded, 409
- a release allowed to operate as a grant, in order to effectuate the intention of the parties, 250
- incorporeal hereditaments pass without the word *grant*, when, 283
- the word *grant*, in a conveyance of the inheritance, does not imply a warranty, 357
- what lay in grant could not be discontinued, V. 219
- who may be a grantee, IV. 21
- when a deed may enure different ways, the grantee has his election how to take, 251
- prescription is only allowed to supply the loss of a, III. 423

GREEN CROPS, cut for beasts of husbandry, not titheable, 41**GUARDIAN,**

- may make and surrender leases by direction of the Court of Chancery, IV. 68
- father's power of appointing, by deed or will,
 - restricted by 4 and 5 P. and M. for female children, I. 41
 - extended by 12 Car. 2. c. 24, for children of both sexes, ib.

GUARDIAN—continued.

continuing in possession after full age of heir, is an abator, I. 249

GUARDIAN IN SOCAGE,

a widow continuing in possession considered such, 50. III. 345

his possession is the possession of his ward, I. 50

may grant copyholds in reversion, 270

may make leases, for how long, IV. 68

may enter in the name of his ward to avoid a fine, V. 246

H.

HABENDUM OF A DEED, IV. 26.—how construed, 272

HALF BLOOD. See *Descent* passim.

previously to stat. 3 & 4 Will. 4. c. 106. excluded from succession,
III. 342. 350. 388. 391

except in the case of an estate tail, 386, and of dignities, 188

and of a remainder or reversion, 380, 381

could not inherit a use, I. 344

HANAPER OFFICE,

fines due there on original writs, in real actions, V. 72

HAY titheable, III. 40

HAYBOTE, I. 105

HEMP titheable, III. 43

HEIR—for the effects and construction of this word, I. 144. s. 23.

See *Deed, Devise, and Rule in Shelley's Case.*

Heir at law,

need not enter on a lessee for years, I. 50

cannot enter on a lessee for life, *ib.*

with fee simple assets by descent, bound to pay debts of record,
or under seal, 57

and simple contract debts, 58, 59

forfeits a copyhold, by not appearing to be admitted, 292. 312

if there is a custom to that effect, 313—315

may take advantage of a condition broken, II. 34

formerly an action of debt lay against him, on the bond of his
ancestor, 39

with assets is now liable to all his ancestor's debts, I. 58, 59

an heir at law, or by custom, may redeem a mortgage, II. 104

who buys in an incumbrance is entitled only to what he paid for
it, 187, 188

entitled to the next presentation to a living, when, III. 14, 15

when entitled to a rent, 283 App. VII. 2

who may be an heir, III. 319. See *Descent.*

heir apparent and presumptive, 328

when he takes by purchase, I. 374. n. III. 336. n.

HEIR—continued.**Heir at law,**

how far the heir of an obligor is affected by his ancestor's bond,
IV. 93

execution may be sued against the heir of a recoverer, V. 333

a devise to an heir at law did not previously to the stat. 3 & 4
Will. 4. c. 106. take away his title by descent, VI. 124. 127

cannot be disinherited by a will, unless there are express words,
or a necessary implication, 136

in the case of an executory devise, the freehold and intermediate
profits descend to him, 423,—unless devised away, 424

if necessary party to conveyance, where power of sale in
executor, VI. 361. n. (b)

HEIR LOOMS, I. 46. III. 318. IV. 268. 439

destroying them is waste, I. 119

HERBAGE,

may be granted by copy, I. 264

rent may be reserved on lease of, III. 275

grant of, by deed, IV. 267, 268

HEREDITAMENTS, I. 45, 46

meaning of the word in the statute of uses, 353

Corporeal,

may be conveyed to uses, ib.

cannot be prescribed for by immemorial usage, III. 422

may be held by negative prescription, 430

lie in livery, IV. 50

incorporeal, I. 46

principal kinds, III. 2

some are subject to curtesy, I. 148

subject to dower, 161

can alone be prescribed for by immemorial usage, III. 421. 430

lie in grant, IV. 51

may be conveyed by bargain and sale, 100

by covenant to stand seised, 107, 108. I. 341

and by lease and release, IV. 115. See I. 341

there cannot be an actual disseisin of an incorporeal heredita-
ment, III. 295

some not divisible by coparceners, II. 397

mode of enjoying them in such case, ib.

what passes in a deed by the word *hereditament*, IV. 268

what in a devise, VI. 272

HERIOT,

nature of, and when due, I. 304, 305

not due between the lord and a person not a copyholder, 305

due, though copyholder be ousted or disseised, 304

only due on death of legal tenant, and not of the person equitably
entitled, 305

HERIOT—*continued*.

- bankruptcy of copyholder does not excuse him from, I. 305
- not due on death of married woman, *ib.*
- heriot custom, 306
- multiplied when the copyhold is conveyed or devised in severalty,
or to tenants in common, 305
- composition in lieu of heriot, *ib.*
- may be taken off or on the manor, even in the road, 306
- sale in fraud of right to, *ib.*
- equity will not interpose in favour of the lord in the case of, *ib.*

HOMAGE, nature of, I. 11. 23, 24

- who are, 261
- inseparable from fealty, but not *e converso*, 24

HONOR, I. 21, 22. V. 134. III. 126, 127**HOPS**,

- titheable, III. 39. 43
- emblements of, I. 106

HOTHOUSE PLANTS not titheable, III. 44**HOUSEBOTE**, I. 105**HOUSE**,

- freehold in upper chamber of, I. 49., belongs to tenant in fee simple, 55

HOUSES,

- not titheable by common right, III. 45
- titheable in London by act of parliament, *ib.*
- belong to the tenant in fee simple, I. 55
- pulling them down is waste, 117
- what passes in a devise by the word *house*, VI. 175

HUNDRED, III. 264**HUSBAND**,

- not obliged to take back a wife, after elopement and adultery,
I. 176. n.
- of a donee in special tail, entitled to be tenant by the curtesy, 146
- cannot defeat his wife's jointure, 208
- may, by alienation, bar his wife's right to free bench, 286, 287
- purchase by a husband in the name of his wife, how taken, 402
- husband's alienation bars a wife's dower if married before the 1st
of January, 1834, 160, 161. See *Dower*.
- may, with the consent of his wife, declare the uses of a fine or re-
covery of her estate, IV. 128.—and without her consent
if she does not dissent, *ib.*
- husband and wife—cannot be joint tenants, II. 373 ; exception, 375
- effect of alienation by husband of, 366
- cannot take by moieties, V. 370
- interest of, in the chattels real of his wife, I. 228, 229
- of trustee is deemed trustee, within 1 Will. 4. c. 60., IV. 20

HUSBAND—continued.

seised jure uxoris,

cannot destroy a custom of granting copyholds, I. 264

may make leases, IV. 62. 70

could not alone levy a fine of wife's lands, V. 231. 413

might make a good tenant to the *præcipe* without his wife's joining, 292

could not alone suffer a recovery of wife's lands, 413

HUSTINGS, Court of, in London—Recoveries might be suffered in it, 339

I.

IDIOTS AND LUNATICS,

may make grants of copyholds, I. 271

may take grants of copyholds, 272

cannot forfeit copyholds, 317

a lunatic cannot present to a living, III. 22

committee of, may make partition, II. 414

being trustees, their committees may convey, IV. 17, 18

What conveyances they may make, 17, 18

a feoffment, with livery of seisin, 49

cannot make leases, 69

might declare the uses of a fine or recovery, 130. but not of a lease and release, 131

should not have been allowed to levy fines, V. 129

fines levied by them cannot be reversed, *ib.*

fines levied by them relieved against in equity, 252, 253

should not have been allowed to suffer recoveries, 351

when recoveries suffered by them might be reversed, *ib.*

cannot make wills, VI. 14

the *onus probandi* of the idiocy or lunacy of a testator lies on the other side, *ib.*

may be grantees in a deed, IV. 21

may avoid their purchases, if they recover, *ib.*

the party who alleges the lunacy of a party to a deed, must prove it, 412

equity will order their estates to be mortgaged or sold for payment of their debts, 18

JEWESSES not entitled to dower, I. 159

ILLEGITIMACY, what evidence admitted to prove it, III. 319, 320

ILLEGITIMATE CHILDREN. See *Bastards.*

ILLUSORY APPOINTMENTS, IV. 207

IMMEMORIAL USAGE, prescription by, III. 422

IMPLICATION,

- uses by, I. 374, &c.
- trusts by, 391, &c.
- implied conditions, II. 2
- implied warranty, IV. 356
- implied covenants, 369
- devises by, VI. 163.—the implication must be a necessary, not a possible one, *ib.*
- an estate tail may be devised by implication, 240, 241
- cross remainders sometimes implied in a devise, 343—352

INCLOSURE,

- of commons, III. 80
- of waste of manor, I. 263
- partition by joint tenants, &c. under acts for, II. 413, 414
- act for, V. 5

INCONTINENCY,

- a forfeiture of free bench, I. 285
- formerly a forfeiture of dower, 152

INCORPOREAL HEREDITAMENTS. *See Hereditaments.***INCORPOREAL PROPERTY,** I. 46, 47. III. 2**INCUMBRANCES.** *See Debts, Mortgage.*

- covenant to grant lands free from, IV. 380
- jointure granted clear of taxes, &c. 149
- fine by tenant in tail, having reversion in fee in himself, let in, V. 168. 214

INDEMNITY OF TRUSTEES, clause for, I. 455**INDENTURE,** IV. 8**INDUCTION,** III. 12. *See Advowson.***INFANCY,**

- excuses the non-appearance of the surrenderee of a copyhold, I. 303, 304. 312
- excuses neglect in redeeming a mortgage, II. 114
- in a writ of error to reverse a fine or recovery, the parol was allowed to demur on account of infancy, V. 238. 426, 427

INFANTS,

- bound by a jointure settled before marriage, I. 195
- may grant copyholds, 271
- may be copyholders, 272
- may be admitted to copyholds through their guardians, 304
- cannot forfeit copyholds, 317
- may be seised to uses, 340. 349
- may be bound by a condition, II. 26
- where, in the case of a mortgage, interest upon interest will be allowed against an infant, 153

INFANTS—*continued.*

- how far bound by a decree of foreclosure, II. 198, 199
- may present to livings, III. 15
- marriage contracts by male infants, IV. 16
- marriage contracts by female infants, 15
- an infant joint tenant cannot sever a jointure, II. 381. *See Joint Tenancy.*
- excepted from the statutes of limitation, III. 451
- when they may convey by deed, IV. 14—17. 142
- infant trustees may convey, 17
- may be grantees in a deed, 14
- may agree or disagree to their purchases when of full age, *ib.*
- may re-convey lands mortgaged to a father, on the mortgage money being paid off, *ib.*
- not barred by a warranty, 355, 356
- may convey by feoffment with livery, 49
- a feoffment with livery, by an infant, bars an escheat, III. 400. IV. 49
- cannot make leases, unless beneficial to themselves, 69
- exchanges by infants are only voidable, 76
- may declare the uses of fines or recoveries, 128. 141
- cannot declare the uses of a lease and release, 131
- may execute powers of appointment or revocation, 139, 140
- ought not to have been permitted to levy fines, V. 127.—such fines, if levied, could only be reversed during their minority, *ib.*
- an infant trustee might levy a fine, 128
- may convey, under the direction of the courts of counties palatine, and of the great sessions in Wales, *ib.*
- what allowances were made in favour of infants, parties to fines, 171
- exceptions in favour of infants in the statute 4 Hen. 7. of fines, 204
- an infant in *ventre matris* is within these exceptions, 205
- equity relieved where an infant levied a fine, 253, 254
- a person entering upon the estate of an infant considered in equity a trustee for him, 255
- ought not to have been permitted to suffer recoveries, V. 348.—such recoveries, if suffered, could in general be only avoided during their minority, *ib.*
- formerly suffered recoveries by privy seal, 349
- an infant trustee might join in a recovery under the direction of the court of chancery, 350
- where an infant suffered a recovery, he must have made a tenant to the præcipe by feoffment, and given livery in person, *ib.* IV. 49
- may be devisees, VI. 14
- cannot devise lands unless by special custom, 6. 13
- an infant may devise the guardianship of his children, 13

INFANTS—continued.

- Infant in *ventre matris*,
 - a copyhold may be surrendered to his use, V. 453
 - may be a devisee, VI. 14, 15
 - a devise to one is good as an executory devise, 377. 423
 - for what purposes considered in being by the law, 438. 444. 451
 - is a proper object of a power of appointing portions to younger children, IV. 137
 - is a life in being for the purpose of tying up property from alienation, VI. 450
 - an injunction to stay waste granted in favour of an infant in *ventre matris*, II. 309

INGROSSING OF A FINE, V. 82**INHERITANCE. See *Fee, or Feodum.***

- freehold fee is, I. 64
- in estates on their being first held by feudal tenure, 20
- estate of, absolute, is fee simple, 54
- an estate in fee simple—an estate of, limited as fee tail, *ib.* See *Estate Tail.*
- timber belongs to the person entitled to the inheritance, 122
- offices of inheritance, III. 98
- Descent of inheritances. See *Descent.*

INJUNCTION to stay waste. See *Waste.*

- to ask consent to marry, is binding, II. 22

INNS OF COURT AND CHANCERY,

- leases of chambers in them are excepted from the registeracts, IV. 447

INQUISITION,

- on a writ of *elegit*, II. 48
- on a writ of partition, 335

INROLMENT, IV. 462

- a recognizance not enrolled is considered as a bond, 95
- of a bargain and sale. See *Bargain and Sale.*
- of the proceedings in recoveries, V. 335, 336

INSOLVENT,

- must convey all his real estates to assignees, I. 293, 294
- assignee of, need not be admitted to copyholds, 294

INSTITUTION OF A CLERK, III. 12.**INTERESSE TERMINI,**

- is the interest of a lessee for years before it is reduced into possession by actual entry, I. 225
- may be assigned over before entry, why, 226. II. 55
- cannot be the foundation of a release by enlargement, IV. 80
- cannot be surrendered, 86, 87
- may be assigned, 89
- could not be barred by fine, V. 228
- will not merge nor prevent merger, I. 237. VI. 470
- may be released, 471

INTEREST OF MONEY,

- a tenant in tail sometimes obliged to pay it, on incumbrances, I. 76.
II. 154
- remainder-man cannot compel him to pay on a mortgage, 154
- a tenant for life bound to pay interest of incumbrances affecting the inheritance, *ib.* I. 106
- also a tenant by the curtesy, 150
- sometimes allowed to a jointress, 206
- whether allowed in *elegit* beyond the penalty of a judgment, II. 61, 62
- when in the case of a mortgage, interest upon interest is allowed, 152, 153
- in Ireland and the plantations, 150, 151. IV. 410
- time for recovery of, limited to six years after it becomes due, II. 151. n. Exception, *ib.*

INTERLINEATION, when it renders a deed void, IV. 407**INTRUDER,**

- may make a valid assignment of dower, I. 169
- cannot grant a copyhold, 271

INVESTITURE,

- proper, and possession, were synonymous, I. 10
- distinguished from possession, was improper, *ib.*
- with subsequent delivery of possession, how divided, *ib.*
- symbolical transfer of lands, by delivery of a robe, sword, &c. *ib.*
- on the grant of a feud, 9
- on the descent of a feud, 15, 16
- livery of seisin amounts to, 47. IV. 46

JOINT COVENANTS, 370**JOINT LIMITATIONS, 308****JOINT TENANCY,**

- estate in, arises by grant of lands to two or more persons to hold to them and their heirs, or for term of their lives, or of another's life, without other words, II. 364
- can only arise by purchase or grant, *i. e.* the act of the parties, and never by mere act of law, *ib.*
- may be had in a remainder, *ib.*
- when lands are conveyed to two, and the heirs of one, they are joint tenants for life, *ib.*
- whether the remainder-man in such case can grant away his fee simple, *ib.*
- two persons who cannot marry may hold in for their lives, and yet have several inheritances, 365. VI. 330
- requires,
 - unity of interest, II. 366
 - unity of title, 367

JOINT TENANCY—*continued*.

- requires,
 - unity of time, II. 367. exception, *ib.* 368
 - unity of possession *per mie et per tout*, 369
- what may be held in, 366, 367. 392
 - how trust monies lent by trustees upon mortgage, may, 371
- estate in, goes to survivor, 369., though the deceased died before entry, *ib.*
 - and why, 374
- so do chattels real held in joint tenancy, 369
- so does trust of term in joint tenancy, 370
- not favoured in equity, *ib.* 380. IV. 289
- may be set aside on ground of different intent of parties, II. 370. 372
- distinguished from coparcenary, II. 391—4
- by what words created in a deed, 364. IV. 288
- estate of a joint tenant cannot be devised, II. 382. VI. 29
- by what words created in a devise, 329—336. 342
- how far subject to incumbrances, II. 54. 375, 376
- not subject to curtesy, I. 149. II. 375
- nor to dower, I. 163. 401. II. 375
- when liable to merger, 379
- Severance and destruction of joint tenancy by
 - destroying the unity of interest, 378., or of title, 379., or of possession, *ib.*
 - alienation to a stranger, 380., except by a devise, 382
 - lease for life or years by one of two joint tenants in fee, 380
 - lease by one for certain years, part of a term granted in joint tenancy, *ib.*
 - mortgage for years, by one tenant, *ib.*
 - agreement to alien, though not performed, 382
 - alienation by one joint tenant to another, *ib.*
 - in a copyhold, by surrender and presentment, V. 457, 458
 - but the alienation must be good in law ; thus,
 - conveyance by joint tenant to his wife will not work a severance, II. 380
 - nor by an infant, though in consideration of marriage, 381
- partition of :
 - voluntary partition, 384. IV. 77
 - must at all times have been made by deed, except where the estate was only for years, II. 384
 - agreement to make partition, 389, 390
 - legal estate is still held in joint tenancy, 389
 - agreement by husbands of two joint tenants to make, will not bind their wives' inheritance, *ib.* 390
- compulsive partition :
 - by writ of partition at law or in equity, 384. 388
 - of the writ of partition, inquisition, and judgments, 385

JOINT TENANCY—*continued.*

Severance and destruction of joint tenancy, &c.

compulsive partition :

a writ of partition does not abate by death of defendant,
II. 385. 388

partition in equity, why preferable, *ib.* 389

by devolving to one person by survivorship, 390

under inclosure acts, 413, 414

deed of, IV. 78, 79

fine, V. 119

Joint tenants, their interest and power,

are each seised of an undivided moiety of the whole *per mie et per tout*, II. 369., this draws after it the incident of survivorship, 374

the seisin and possession of one previously to 3 & 4 Will. 4. c. 27.
was the seisin and possession of the other, so as to
avoid the stat. limitations, 377. III. 437. V. 227

who may be,

all natural persons, II. 372

husband and wife, where they were joint tenants before marriage, 375

bishop and secular person may be joint tenants of a term
for years, 373

alien and natural born subject, liable to what right of the king, *ib.*
what persons may be joint tenants, and yet have several inheritances, 365. VI. 342

who may not be,

husband and wife, II. 373

except they were joint tenants before marriage, 375

the king or a corporation cannot be joint tenants with a natural person, exception, 372, 373

one joint tenant cannot charge the estate so as to prejudice the survivor, II. 54. 375

but if he who makes the charge survives, the incumbrance is good for ever, 376

execution against one on a recognizance or statute, when binds the survivor, *ib.*

one of two joint tenants in fee may make a lease for years, to bind survivor, *ib.*

aliter where they are joint tenants for life, *ib.*

may make leases jointly or severally, IV. 68

disposition by one, to bind his companion, must be immediate,
and not by devise, II. 382

in what acts they must, and need not join, 376, 377

in case of an advowson, must all join in presenting, III. 17

act done by one for benefit of himself and his companion is deemed the act of both, II. 377

JOINT TENANCY—*continued.*

- Joint tenants, their interest and power,
 - livery of seisin to, and entry or re-entry by one, previously to 3 & 4 Will. 4. c. 27. enured to all, II. 369. 377
 - surrender of lease to one will enure to all, 377
 - perception of profits by one, did not amount to expulsion of others, 402
 - are all liable for waste committed by one, 377
 - one could not be disseised by his companion except by actual ouster, *ib.*
 - may have action of waste, or of account against each other, *ib.*
 - may compel each other to make partition, 384, 385. See *ante.*
 - how far bound by agreement to make partition, 389
 - may release to each other in fee without the word *heirs*, IV. 79. 278, 279
 - such estate enures by way of *mitter l'estate*, 78
 - might levy fines, V. 119
 - might release to each other by fine, 212. II. 382
 - but one cannot enfeoff the other, and why, IV. 50
 - a fine levied by one joint tenant of the whole, was not a disseisin or ouster of the other, II. 377., but only a severance of the joint tenancy, V. 227
 - entry of one, would avoid a fine as to the other, 246
 - in the case of copyholds, they may release to each other without a surrender, 492
 - proper conveyance by one to the other is by release, II. 382. IV. 78, 79

JOINTURE. See *Dower, Rents.*

- origin of, I. 187, 188, 189., defined, 189
- is a provision made by the husband, and not a contract for it, 199
- is not a continuation of the husband's estate, 201
- if not good at first, no after-occurring circumstance makes it good, 189, 190
- who may limit a jointure beside the husband, as *e. g.* his father, trustees, &c. 195
- who may take a jointure, *ib.* 158, 159
- equitable jointures, as *e. g.* trust estates, covenants to settle lands or pay annuity as jointure, what are, 190, 191, 192
- a rent charge and term for years are now usually limited as, 201. IV. 149. See *Rents.*
- intended wife need not be a party to the deed securing her jointure, I. 199
- but she or her guardians if she is under age, should have notice of it, 200
- not necessary, if jointure unexceptionable, *ib.*
- effect of husband's alienation or eviction of jointure lands, 201, 202
- what is considered a, within stat. 11 Hen. 7. c. 20. for avoiding fines and recoveries by jointresses, V. 408. See *Recovery.*

JOINTURE—*continued.*

powers of limiting. See *Powers.*

Circumstances required to make a jointure bar dower,

I. it must take effect immediately after the husband's death,
I. 189

or she may take both jointure and dower, 193, 194
but an equitable jointure need not, 194

II. it must be for the life of the wife, or for some equal or greater
estate, 190

III. it must be limited to the wife herself, and not to another in
trust for her, *ib.*; this rule not applicable to equitable
jointures, *ib.* 191

IV. it must be in satisfaction of the whole dower, *ib.*

V. it must be expressed or averred to be so, *ib.*

VI. and must be made previous to marriage, 192

Jointures which require the widow's acceptance in order to bar
dower, *ib.*

an estate settled after marriage, 193

an estate, which by condition in husband's will, as *e. g.* on se-
cond marriage, &c. may determine during the wife's life-
time, *ib.*

cases where the widow takes the estate and dower, *ib.*

uncertain or precarious, not binding, 200

By what acts barred or forfeited :

by attainder of wife, 209

how far by fine, 208. V. 176

by common recovery, 408

sometimes by a devise, I. 220, 221

By what acts not barred or forfeited :

by attainder of husband, 209

by elopement or adultery of wife, *ib.*

by the husband's act, unless his wife joined him in a fine or re-
covery, 208

by a devise, 210. VI. 7

unless so expressed, and then widow has election, I. 220

but a devise is sometimes taken to be in satisfaction of join-
ture, leaving the election, *ib.* 221

Estate tail limited as a jointure, cannot be barred by jointress,
200., and *see* 188, 189

Jointure bars what rights of widow :

dower, 177. 188. 189

the right of an infant jointress to dower, 195., and why, 199
free bench, 286

Jointress :

nature of her estate, 200

cannot alien or bar an estate tail limited to her as jointure, *ib.*

has privileges of tenant for life, *ib.*

cannot commit waste, except to supply a deficiency, *ib.*

JOINTURE—*continued.*

Jointress :

- not entitled to crops sown at her husband's death, I. 201
- for her estate is not a continuance of her husband's, *ib.*
- shall contribute to pay off incumbrances created prior to the marriage, *ib.*
- not subject to crown debts, *ib.*
- nor to incumbrances created by the husband alone subsequent to the marriage, 208
- equity will relieve where power to jointure defectively exercised, 205
- but the intention to execute the power must be apparent, *ib.*
- could not levy a fine, nor suffer a recovery of her jointure estate *ex provisions viri*, V. 231. 408. See *Recovery*.
- previously to stat. 3 & 4 Will. 4. c. 74., might join with her husband in levying fine, or suffering recovery of jointure lands, and effect thereof, I. 208, 209
- right of entry on non-payment, III. 287
- considered in equity as a purchaser for valuable consideration, I. 203. 205
- though she has no fortune, or elopes, 203. 205. 209
- though the settlement be unequal, 204
- and is therefore relieved by equity against a prior voluntary conveyance, 205
- but not against a *bond fide* purchaser without notice, *ib.*
- and against a satisfied outstanding term, *ib.*
- Effect of a covenant with, that the lands are of a certain value, 207
- not bound by neglect during coverture, 205
- will not be compelled to produce or deliver up title deeds : exception, 206
- sometimes allowed interest for arrears, *ib.*
- may redeem a mortgage, II. 105

JOURNALS of the House of Lords, not records, III. 137.

ISLE OF ELY, fines might be levied in the Bishop's Court, V. 104

ISSUE, for the effect of this word in creating particular estates, see *Deed, Devise, and Rule in Shelley's Case*.

JUDGES of the Courts at Westminster may be removed by an address to the king from both houses of parliament, III. 99

JUDGMENT,

- binds lands from first, viz. essoign day, of the term in which acknowledged, II. 43
- except against *bond fide* purchasers, when, *ib.*
- binds leaseholds and chattels only from delivery of writ to sheriff, 52
- must be docketed, within what time, and how, 44

JUDGMENT—*continued*.

docketed after the time mentioned in the act, is ineffectual, II. 44

purchasers not paying full value of the estate, and having notice of a judgment not docketed, raises presumption of agreement by him to pay it off, *ib*.

purchaser is bound by notice of a judgment not docketed, 45 if in Yorkshire, Hull, or Middlesex, must be registered, *ib*. 46

binds lands whereof the debtor was seised at the time of entering it, and those afterwards acquired, 48, 49

but only binds trust estates whereof the trustee of the debtor is seised at the time of execution sued, 53. I. 413

alienation without notice will not avoid it, II. 48, 49

but alienation prior to the acknowledgment of a judgment, though only equitable, is good against it, 49

must be revived by *scire facias* after a year and a day, *ib*.

judgment creditor has no right to the land, 173

does not affect copyholds, 174

judgments not notice to purchasers, 195

under a statute of recognizance. See *Estate by Statute*, &c.

in a recovery, See *Recovery*.

JUDICIAL OFFICES, what estate may be had in them, III. 99

JURISDICTION. See *Courts Baron*, *Feudal Jurisdiction*.

JUS ACCRESCENDI,

between joint tenants of freehold or trust estates, and terms for years, II. 369, 370

præfertur oneribus, 375

præfertur ultimæ voluntati, 382

JUSTICES OF ASSIZE,

have a right to appoint to several offices in their courts, III. 93

might take acknowledgments of fines without a writ of *dedimus potestatem*, V. 108

K.

KINDRED, a good description in a devise, VI. 173

KING,

is the chief lord, I. 39

all lands presumed to be held immediately of him where no mediate lord appears, *ib*.

bound by statute *de donis*, 85. V. 166

debts to. See *Debts*.

seisin of, in his demesne as of fee, I. 54

is within statute *de donis*, 74

KING—continued.

- may extend lands entailed for a specialty debt, I. 85
- may by prerogative transmit a chattel to his successors, 228
- no laches can be imputed to him, 249
- cannot be a copyholder, 329
- cannot be seised to any use but his own, 340. 350
- may be a *cestui que* use, 354
- may be a trustee, 403
- gold and silver mines belong to him, 46
- cannot be a joint tenant, II. 372
- forest lands in his hands, or in those of his lessee, not tithable, III. 45
- entitled to tithes of extra-parochial lands, 48
- cannot erect any new office with fees without consent of parliament, 93
- may terminate an abeyance of a dignity, 191
- may hold a rent reserved out of an incorporeal hereditament, 276
- when entitled to escheats, 416
- can only take and grant by matter of record, IV. 12
- cannot convey by bargain and sale, 99.—by covenant to stand seised, 107.—or by lease and release, 115
- takes a fee simple without the word *heirs*, 279
- every act of parliament relating to him is a public act, V. 3
- might levy a fine, 115, 116
- might bar an entail by fine, 166
- not barred by a fine to which he was not a party, 223
- could not suffer a recovery, 348
- is within the statute 32 Hen. 8. c. 28. s. 6. 414
- reversions and remainders vested in him not barrable by recovery, IV. 350, 351. V. 422
- may devise land, VI. 12

KING'S GRANT,

- nature of, V. 45
- charters and letters patent, ib.
- when need no delivery, ib.
- of franchises, when sufficient, 46
- of fairs, markets, parks, warrens, &c. ib.
- of offices, ib. III. 94
- of crown lands, V. 46
- of his private property, 39 & 40 G. 3. c. 88. 51
- of lands acquired by escheat or forfeiture, 52.
- how construed, 53
- shall only be taken to a common, and not a double intent; case of mines, ib.
- what passes by general words, ib. 54
- general words in, not referring to any certainty, will not pass any thing, 54

KING'S GRANT—*continued.*

- but *aliter* if they refer to a certainty, V. 54
- is void where it is apparent on the face of it that the crown was deceived, 56
- except in case of misrecital in a patent, wherein the king's intent sufficiently appears, 57
- or where the king is not deceived by false suggestions of the party, but only mistaken by his own surmises, 58
- may be explained by recital, V. 57. n.

KING'S LICENCE for alienation by tenants *in capiti*, IV. 5, 6
in mortmain. See *Mortmain*.

KING'S SILVER. See *Fines*, V. 73, 74

KNIGHT SERVICE,

- tenure by, I. 22
- incidents to, and fruits of it, 23—26
- distinguished from escuage, 23

KNIGHT'S FEE, I. 22

KNIGHTS TEMPLARS,

- exempted from tithes, III. 53

L.

LANCASTER, court of the county palatine of,
fines might be levied there, V. 101, 102
and recoveries suffered, 338

LAND,

- meaning of the word, I. 45, 46
- estate in land, 47
- money to be laid out in land, 46. 73. 97. 147. 392. 393
- when held to be money, 99. 449. See *Money*.
- what passes in a deed by the word *land*, IV. 267. not tithes, 268
- by what description demandable in a fine, V. 135
- annexed to an office, might be barred by fine and non-claim during the life of the officer, 201
- effect of the word *land* in a devise, VI. 174

LANDBOC, IV. 7

LAND TAX,

- how estate tail conveyed to be sold for redeeming, I. 92
- whether payable by jointress under the word *clear*, IV. 151, 152, &c.

LAPSE of right to present to a church, III. 13

LAWS,

- sources of our ancient, as to real property, I. 1—3

LAY CORPORATIONS. See *Corporations*.

LAY IMPROPRIATIONS, III. 48. See *Tithes*.

LEASE,

described, IV. 54

of freehold, must be perfected by livery of seisin, *ib.*

for years, must be perfected by entry, *ib.* I. 225

the technical words *demise, lease, and to farm let* are not necessary, IV. 54

words of covenant, agreement, or grant, will sometimes amount to, *ib.* 55. I. 310

except as to copyholds, 309, 310. IV. 55. note (*d*).

agreement for a lease, 56

when construed a present demise, and when an executory contract, 58

must have a certain beginning and ending, 58

if the date is impossible, lease begins from its delivery, *ib.*

may determine by proviso before the precise period fixed for its expiration, 60. 71

all lands, whereof a person is in possession, may be leased, 60

advowsons, tithes, and offices, not concerning the administration of justice, may be leased, *ib.* 61. III. 99

Who may make leases :

all natural persons not disqualified, and all lay corporations, IV. 61

committee of lunatics by order of chancery, *ib.*

tenants in fee simple, *ib.*

tenants in fee tail may, by 32 H. 8. c. 28. s. 1., make leases for three lives, or twenty-one years, *ib.* I. 87

but otherwise lease by tenant in tail is not good against remainder-man or reversioner, IV. 61. 70. or issue in tail, 70

and if by feoffment with livery, sometimes worked a discontinuance, 61, 62

husbands seised *jure uxoris*, and complying with 32 H. 8. c. 28., 62. 70

ecclesiastics seised *jure ecclesie*, 62

requisites of such leases under the enabling and disabling acts, 62—56. 70. note (*a*).

parsons and vicars, 66, 67

tenants for life, for their own lives, 67

effect of joining remainder-man, or reversioner, with tenant for life, in making a lease, *ib.*

under powers, 157

tenants by the curtesy and in dower, 67

tenants for years, for a less number of years than the original term, *ib.* 88

such derivative leases need not be surrendered in order to renew the original lease, 67

underleases, *ib.* 88. II. 8

LEASE—*continued.***Who may make leases :**

- guardians in socage, and *semb.* testamentary, IV. 68
- executors or administrators, *ib.*
- joint tenants, coparceners, or tenants in common, *ib.*
- copyholders, when, *ib.* I. 284. 308

Who are incapable of making leases :

- insane persons, &c. 68, 69
- infants, unless the lease be evidently beneficial, 69
- married women, *ib.*

What leases are void :

- leases by tenants in tail, as against the remainder-man or reversioners, IV. 61. 70. I. 87
- leases by tenants for life, on death of lessors, IV. 70
- leases by tenants for life unwarranted by their power, 158. 165
- leases under a power not well executed, 158
- on breach of condition, determining it, 71
- on non-payment of rent according to proviso determining it on such default, 72
 - but both law and equity will relieve on payment of arrears and damages, II. 31. IV. 73. n.
- where lessor only has the option of determining the lease on breach of condition, 73
- distinction between void and voidable leases, 69. 71

What leases are voidable only :

- leases by tenants in tail unwarranted by stat. 32 H. 8., 70
- leases by husband and wife unwarranted by stat. 32 H. 8., *ib.*
- leases by a husband, alone, of his wife's land, *ib.*
- confirmation of lease by acceptance of rent, &c. 70—73. See *Acceptance of Rent.*
- all persons whatever may be lessees, 73
- distinguished from an assignment, 88
- a freehold lease under a power, good without livery of seisin, 158, 159
- under a power, when said to be in reversion, 164. 166
- concurrent leases, 169
- commencing from the day of the date, not said to be in reversion, 165
- under a power in which the usual rent is to be reserved, must specify the amount of the rent, 172
- under a power, how usually restrained, 159
- what leases are excepted from the register acts, 447
- renewed by a trustee in his own name, subject to the former trust, I. 396, 397
- may be conditioned to determine by bankruptcy, II. 12
- subsisting prior to a judgment, is a bar in ejectment, 56, but not to extent on *elegit*, *ib.*
- by a mortgagor in possession, does not bind a mortgagee, II. 81

LEASE—continued.

- the assignee of a lease is liable to the covenants real, II. 85. IV. 372. and entitled to the benefit of them, 372
- mortgagee of a lease is liable to the covenants before entry, and though never possessed in fact, II. 85, 86
- by a mortgagee in possession, when it will bind a mortgagor, 86
- of lands in mortgage, how to be made, 87. n.
- renewal by a mortgagee in possession, a trust for the mortgagor, 87. I. 396
- grant of lease for years will not destroy future uses, II. 297
- for years, by a joint tenant, binds the survivor, 376, will sever a jointure, 380
- by tenant in tail, when a discontinuance, IV. 61, 62
- for lives, need not have been surrendered to make a good tenant to the præcipe, V. 281
- of lands devised, operates as a partial revocation only, VI. 109
- devises of leaseholds, how revoked, 111
- a lease of a copyhold, contrary to custom, is a forfeiture, I. 308
- Powers of leasing, IV. 157. See *Powers*.
- no use results between lessor and lessee for life or years, I. 377
- no trust implied between lessor and lessee, 403
- the possession of a lessee for years is the possession of the heir, 50. 141. III. 344, 345
- the lessee of a mortgagor has a right to redeem, II. 83
- the possession of the lessee of a copyhold, is the possession of the copyholder, III. 391
- a lessee who has paid no fine and pays no rent is not a purchaser within the statute 27 Eliz. c. 4., IV. 433
- a lessee at a rack rent is a purchaser for a valuable consideration within the statute 27 Eliz. c. 4. ib.
- where a lessee for years levied a fine, the lessor and reversioner was within both the savings of the statute 4 Hen. 7., V. 120. 202
- a second lease divests the first, when, 226
- Privity which may exist between a lessor and lessee, and their assignees, IV. 375, 376

LEASE AND RELEASE. See Release.

- is derived partly from statute of uses, and partly from the principles of common law, IV. 113
- is in fact a bargain and sale for a year and a common law release, operating by enlargement of estate, ib. 79
- ancient practice of, 113
- present practice of, how contrived, 114
- operates by transmutation of possession, no actual entry necessary thereon, ib.
- is the most common assurance for transfer of freehold estates, ib.
- lease and release may be in the same deed, ib.

LEASE AND RELEASE—*continued.*

- words of demise will amount to a good bargain and sale, to ground a release, IV. 114
- the recital of a lease for a year, is evidence of such lease against the releasor, but not against strangers, *ib.* exception, *ib.* in Ireland lease for a year not required, *ib.*
- Who may convey, and what may be conveyed by it :
 - estates in remainder and reversion, 115
 - incorporeal hereditaments, *ib.*
- nominal consideration, as of 5s. or a peppercorn rent, is sufficient to raise a use in a bargain and sale, to ground a release, *ib.* 116
- no consideration necessary in the deed of release to the bargainee for a year, 116
- does not divest any estate, or create a discontinuance or forfeiture, *ib.* for it merely passes what releasor may lawfully convey, II. 270
- uses may be declared on a lease and release in fee, but not on a release or confirmation which enures by way of *mitter le droit*, IV. 131
- Qu. if a use results on, 116. I. 373
- may contain powers, IV. 135
- effectual, though improper execution of a general power, 195
- conveyance void as, may operate as a grant and assignment, 249
- releasees, &c. to uses, if entitled to possession of title deeds, Qu. 117
- operates as an extinguishment of a power relating to the land, 234
- does not extinguish a power in gross, 235
- nor a power simply collateral, 238
- to make a tenant to the præcipe, V. 310
- by a particular tenant will not destroy contingent remainders, II. 270

LEET COURT, III. 258. See *Manor*.

LEGACY,

- in bar of dower entitled to preference, I. 161
- when satisfaction presumed, III. 457. n.
- stands on the same ground as a specified or scheduled debt, I. 450
- out of real property, not within the statute of limitations, III. 468
- what passes by the word *legacy* in a devise, VI. 176
- a devise of lands charged with legacies gives an estate in fee, 222
- a legatee may be witness to a will of lands, 60

LEGAL ESTATE,

- vests in trustees, when, I. 382—390
- when it follows the use, 357, 358
- the rule in Shelley's case applied to devises of, VI. 275—328. See *Rule in Shelley's Case*.
- cannot unite with an equitable one under the rule in Shelley's case, IV. 312. VI. 312
- where a bar in ejectment, I. 414. 442, 443

LEGAL ESTATE—*continued*.

where a reconveyance of it will be presumed, I. 443, &c.
when not, 416

LETTERS PATENT, dignities by, III. 135
under great seal need no delivery, V. 45

LEVANCY AND COUCHANCY, III. 67

LEX LOCI,
evidence of, 394

LIBERATE,
effect of, against priority of the crown in executions, II. 50

LIBERUM TENEMENTUM. See *Tenement*.

LICENTIA CONCORDANDI, V. 73

LIFE, estate for. See *Estate for Life*.

LIMITATION, STATUTES OF. See *Prescription*.

operate as an extinguishment of a remedy by action without giving
the estate to the other; therefore properly called a
negative prescription, III. 430

antiquity of this kind of prescription, *ib.* 431

stated, *ib.*

effects of,

as to writs of right, *ib.* 432

as to prescriptive rights, *ib.*

as to avowries for rent, suit, and service, accruing within fifty
years before, *ib.* 455, 456

as to writs of *formedon*, 432

as to entry upon lands, 434

semb. actual entry unnecessary, if ejectment brought within
twenty years, 436

effect of twenty years peaceable possession, *ib.*

such a possession to be good, must be adverse to the title of
the claimant, *ib.* 460

previously to stat. 3 & 4 Will. 4 c. 27. a valid existing lease
postponed the right of entry, 439

aliter, if the lease was void or considered as a trust for the
person entitled to the inheritance, 443

previously to the above statute where a new right accrued,
a new entry was given, 447

the entry must be upon the land, 450, and followed by action
within one year, 451

extend to all natural persons, all freehold and leasehold estates,
copyholds, rents and offices with fee, 452, 453

nullum tempus act to bar the king and his lessees, 457

what persons and estates not within
mortgages when, II. 116

LIMITATION, STATUTES—*continued.*

- what persons and estates not within
 - previously to stat. 3 & 4 Will. 4. c. 27.
 - ecclesiastical corporations, III. 453, 454
 - advowsons, *ib.*
 - rents created by deed or reserved on any particular estate, and the certainty appearing in the deed, 455, 456
 - bond debts, and other specialties, 457
 - legacy given out of real estate, 468
 - but the above stat. 3 & 4 Will. 4. c. 27. extends to them all, 449, 454, 457
 - dignities, *ib.* 184, not even in case of adverse possession, *ib.*
 - fealty and other services, 456
 - trust estates, as between *cestui que trust* and trustee when there is no adverse possession, 460, *aliter* where there is, *ib.*
 - tithes, previously to stat. 2 & 3 Will. c. 100. 51. 455
- Savings in the statute 21 Jac. 1., 451
- where fraud is charged defendant cannot plead, stat. *lim.* to the discovery of his title, but must answer to the fraud, 467
- but a *bond fide* purchaser will not be affected by such fraud, *ib. n. (b.)*
- whether a bill pending in chancery takes the case out of, 468

LIMITATION, Words of, IV. 275

LINEAL CONSANGUINITY, III. 319

LINEAL WARRANTY, IV. 358

LIVERY OF SEISIN, I. 47. 49.

- equivalent to the investiture of feudal law, 47
- land might have been transferred by verbal contract, if accompanied by, till 29 Car. 2. c. 3. s. 1., IV. 8. 27. 85
- must be in each county, where the lands lie in different ones, 46
- unless they are comprised within the same manor, *ib.*
- livery in deed and in law, *ib.* 47
- livery in law does not transfer the freehold till entry, 47
- may be given and received by attorney, 48
- courts of law and equity sometimes presume it, *ib.*
- where equity will supply the want of it, *ib.*
- necessary to a feoffment, 46., and see *Doe v. Taylor*, 5 Bar. and Adol. 575
- where necessary to the operation of a gift, 51
- not of a grant, *ib.*
- necessary to the completion of a freehold lease, 54
- not to that of an exchange, 75
- not necessary in a surrender, 85
- nor in a freehold lease under a power, 158, 159
- nor to the completion of a fine, V. 65, 66
- livery to one joint tenant enures to all, II. 377

LOCAL LIBERTIES, might, before the statute 27 Hen. 8., be conveyed to uses, I. 341

LONDON,

custom of barring dower there, 177

a married woman may bind herself in London by a deed enrolled, IV. 19, 20

a recovery might be suffered in the court of hustings there, V. 339

LORD AND VASSAL. See *Feuds*.

connexion between, I. 11.

duties and obligations of, ib. 13

respective estates of, in the feud :

nature of, 12, 13

subject to forfeiture, 16, 17

origin of lords' courts, 17. 30

LORD OF A MANOR. I. 33. See *Copyholds*.

LORD BY ESCHEAT. See *Escheat*.

LUNATICS. See *Idiots and Lunatics*.

M.

MADDER, titheable, III. 39. 43

MAGNA CHARTA. See *Statutes, K. John*.

MANOR. See *Franchises, Escheat*.

origin and nature of, I. 29, 30, 31. III. 251, &c.

are tenancies in gross which must have been created before 18 Edward, A. D. 1289-90, I. 33, 34., and see 22

of what things consist, III. 251

the freemen tenants of a manor were tenants for years, I. 223

the villein tenants held at will of the lord, and by degrees became copyholders, holding at will of the lord, according to the custom of the manor, 254

parsonage may be a, 30. n.

demesnes and services are,

the two material causes of, 30

essential to existence of, 33, 34

court baron is the main cause of, 32, 33, 34. See *Court Baron*.

a court leet, III. 258

superior and inferior, I. 33

destroyed,

by severance of all the demesnes from the services by act of the party, 33, 34

by extinction of the services by unity of possession of demesnes and services, &c. 34

revived, after severance of demesnes by act of law, ib.

MANOR—*continued.*

reputed manor

remains after extinction of the services, I. 34

lord of, has the same franchises as if the services still existed,
III. 257

seignior in gross

remains after separation of the services from the demesnes,
I. 34, 35

released to tenant, fealty remains, 39

whether is of ancient demesne or not, how determined, 37

grant of part of waste of, by copy, *semb.* must be by consent of
homage, 263

except by contrary custom, tenable at law, *ib.*

custom of one manor not in general admitted to prove that of
another, 266. Exception in mine countries, *ib.*

a manor, although divided, may sometimes retain its rights, 259

a manor, although destroyed, will support copyholds, 34. 259

customary manors may be demised by copy of court roll, 265

what passes in a deed by the word *manor*, IV. 266

what in a fine, V. 134

MARKETS, right of holding them. See *Franchises.*

Marlbridge, stat. of. See *Statutes Hen. 3.*

MARQUIS, title of, III. 124.

MARRIAGE,

selling of wards, I. 27

necessary to curtesy, 140

and to dower, 154

cannot be made void by the ecclesiastical court after the death of
either party, 140. 155

how the fact of marriage is proved, 155

conditions against, are generally void, II. 5. 14

marriage contracts by female infants, IV. 15.—by male infants, 16

is a valuable consideration, I. 203. IV. 24. 292. 434

dignities by marriages, III. 143

distinction between a conveyance previous to and in consider-
ation of marriage, and a conveyance made afterwards to
a wife or her children, IV. 437, 438

how far the consideration of marriage extends, 442

conveyances in derogation of marriage rights, also marriage bonds,
and beneficial leases taken as rewards for procuring mar-
riage, are void in equity, 411

construction of marriage articles, 259. 302

marriage and birth of a child revoke a devise, VI. 89

Q. whether marriage alone revokes a devise, 91, 92

revokes a woman's will, 92

conditions in restraint of marriage. See *Conditions.*

marriage settlements. See *Settlements.*

MARRIED WOMEN,

- may dispose of lands with husband's consent, I. 100
- before whom her disposition to be acknowledged, *ib.*
- general orders of Michaelmas Term, 1833, respecting such acknowledgment, App. VII. 19
- and of Hilary Term, 1834, 22
- cannot take a copyhold by grant from their husbands, if lords of manors, I. 272
- no act of a married woman amounts to a forfeiture of a copyhold, 317
- may be admitted to copyholds by attorney, 304
- no heriot due on the death of a married woman, 305
- a devise of a copyhold by a married woman is void, VI. 42
- may be seised to uses, I. 340. 349
- no laches can be imputed to a married woman, 205. II. 115
- not bound by delivering up voluntary bond to settle jointure, I. 205
- trust for the separate use of a married woman, 385
- Qu. whether with husband can bar restraint on alienation, by stat. 3 & 4 Will. 4. c. 74. s. 77. App. VII. 15
- cannot be trustees for their husbands, I. 402
- purchase in the name of a married woman, *ib.*
- may be bound by a condition, II. 26, 27
- bound by a decree of foreclosure, 199
- exception in favour of married women in the statutes of limitation, III. 451
- what deeds they may execute, IV. 20
- their deeds are generally void both at law and in equity, *ib.*
- may be grantees in a deed, 21
- may take from their husbands under the statute of uses, *ib.*
- deed of, may be made good by a second delivery after husband's death, 30
- escrow of, *ib.* 31
- cannot make leases, 69
- but may appoint persons to make and receive surrenders of leases for the purposes of renewal, *ib.*
- might join with their husbands in declaring the uses of a fine or recovery, 128
- power of, as to levying fines and suffering recoveries. See *Fine and Recovery*.
- effect of a fine in barring a married woman, V. 172, 173
- cannot declare the uses of a lease and release, IV. 131
- may execute powers of appointment or revocation, 143
- may take from their husbands by appointment, 146
- could not bind themselves at common law by a bargain and sale of a use before the statute 27 Hen. 8. c. 10. V. 173
- may, by the custom of London and some other cities, bind themselves by a deed enrolled, IV. 19, 20

MARRIED WOMEN—*continued.*

are disabled from devising by the statute of wills, 142. VI. 13
 may make wills, in case their husbands are banished, or have ab-
 jured the realm, *ib.* 14
 may be devisees, 15

MEMORIALS,

circumstances required by the register acts, IV. 445
 a memorial of a devise may be registered, VI. 9, 10
 of annuities, IV. 461

MEMORY, legal, III. 425

MERE POSSIBILITY not to be regarded in presuming conveyances,
 I. 416

MERGER, I. 56. See *Surrender.***I. defined,** VI. 467

all inferior estates merge in the fee, I. 56
 distinguished from suspension, VI. 467
 extinguishment, *ib.* 468
 implied surrenders of leaseholds, 468

II. Requisites to produce merger, 469

1. the estates must meet in the same person without any in-
 tervening estate, *ib.*
2. they must be estates, not rights, 470
3. they must be estates in the same part of the land, 471
4. the estate in remainder or reversion must be greater in
 quantity, 473
5. the estates must unite in the same person, in the same
 right, 479
6. or if in different rights, they must meet by act of the
 party and not by mere act of law, *ib.*
7. and if in different rights an absolute power of alienation
 must be incident to both estates, 480

III. When union does not produce merger, 481**IV. Consequences of merger,** 491

1. upon the party whose estate is merged, *ib.*
2. upon persons having interests, derived thereout, *ib.* 492
3. upon the estate in which the merger takes place, 494

takes place where a particular estate vests in the person who has
 the fee simple, I. 56. VI. 467

and where a charge as a sum of money comes to him, I. 56.
 VI. 491. 496

and where the money is secured by a legal estate in a third person,
 I. 56

exception, *ib.*

estates tail not subject to, 75. II. 362. VI. 481

exception previously to stat. 3 & 4 Will. 4. c. 74., V. 168. VI.
 481, 482. 491

of estates for life, I. 104. VI. 467. 471—475

MERGER—continued.

- an estate *pour autre vie* will merge in an estate for a man's own life, I. 102. 104. VI. 473, 474
- of trust estates, I. 413, 414. 420—422. VI. 493
- of powers, IV. 241. VI. 490, 491
- of an estate for years, I. 236, 237. VI. 476
 - for purposes of, reversion always considered the greater estate, I. 240. VI. 476
 - by union with the freehold, I. 236
 - except where only an *interesse termini*, 237. VI. 470
 - by surrender, I. 237, 238.—to a reversioner for years, IV. 87. VI. 469
 - by implied surrender, 468
- a term for years saved from merger by the statute of uses, I. 240. 358, 359. VI. 483. 489, 490
- equity relieves against merger of term, I. 240. VI. 480. 483. 492
- gradation of estates in reference to, 475
- if governed by the intention, 487 & n.

MESNE INCUMBRANCER, I. 427**MESSUAGE,**

- what was anciently meant by this word, III. 67
- what will pass by it in a deed, IV. 267
- what in a devise, VI. 175

MILITARY TENURES,

- account of, I. 20
- abolition of, 28. IV. 6, 7

MILK titheable, III. 45**MILLS,**

- the profits of them are titheable, 45
- dower of, I. 169

MINES,

- belong to tenant in fee simple, 55
- of gold and silver, belong to the king, 46. 55
- opening mines by tenant for life is waste, 118
- when opened are subject to dower, 169
- custom of manor as to, 266
- cannot be dug for either by the lord of a manor, or by the copyholder, without a custom, 268. 282, 283
 - but may by lessee of land and mines thereon, 118
- are under the protection of trustees to preserve contingent remainders, II. 301
- the profits of mines are not titheable of common right, III. 45
- but may be by custom, ib.
- as to mines being a distinct right from the right to the soil, V. 16
- recoveries could not be suffered of mines, 340
- royal mines do not pass by king's grant of all mines, &c., 53—
 - Exceptions, 60

- MONEY** to be laid out in land,
 considered in equity as land, I. 46. 97. 99. 147
 when held to be land, 99. 449.—when not, 214
 may be entailed, 73.—mode of barring such entail, 97—99
 liable to curtesy, 147
 does not escheat, III. 415, 416
 a fine could not be levied of it, V. 134
 will pass by a devise of lands, tenements, and hereditaments,
 VI. 174
 following money into land when wrongfully expended, I. 392, 393
- MONK** dead in law, I. 272
- MONSTRAVERUNT**, writ of, 37
- MORAL CERTAINTY**,
 the guide in questions of title, not mathematical certainty, 416
- MORTGAGE**,
 origin of mortgages, II. 64
 mortgage at common law, 65, 66
 interposition of court of chancery, 66
 description of a mortgage, 67
 defeazance or clause of redemption in a separate deed, *ib.* 117, 118
 covenant for payment of the mortgage money is now usual, as an
 additional security, 68. 138, 139
 effect of it, 68. 138, 139
 mortgagees in fee and for years, 68
 covenant peculiar to mortgage for years, *ib.* 69
 Welsh mortgages 69. 118. 198
 equitable mortgages, as *e. g.* by written agreement to transfer an
 estate or deposit of title deeds, or copy of court roll as a
 security, 69. 164
 every conveyance of a real estate for securing repayment of a sum
 of money is a mortgage, 69
 restraints on the right of redemption are void, 69—71
 what is once a mortgage continues a mortgage, 69. 73
 no agreement made at the time of mortgage, that in default of pay-
 ment at a given day the conveyance shall be absolute, is
 good, 70
 no subsequent agreement to restrain right of redemption to a par-
 ticular period, is good, 71
 distinguished from a new agreement for an absolute pur-
 chase, 72
 and from a defeazible conditional purchase, 74
 a power of sale may be given to a mortgagee, if the money bor-
 rowed is not paid at the given time, 78
 may be assigned, 81. 89
 assignee only entitled to what is really due, 89

MORTGAGE—continued.

is considered in equity, and passes by will as personal property, the debt being the principal and the land the accessory, II. 68. 90. 95. 155, 156

unless the intention of mortgagee seems to have been otherwise, 90
the right to the land follows the assignment or forgiving of the debt, though such forgiving were by parol, ib. 91

but the land must be reconveyed after payment of the money, ib.
unless mortgage ceases under proviso for cesser, and money paid at the time specified therein, ib.

irredeemable, when, 93

by husband and wife, 143

Second mortgage, 94, 95, 157, 158. 169—174. See *infra*, of *Tacking*.

advowson may be mortgaged, III. 19

copyhold may be mortgaged by surrender, V. 462

how affected in equity by the register acts, IV. 433

equity of redemption of mortgage in fee made before marriage previously to stat. 3 & 4 Will. 4. c. 105. was not liable to the dower of the mortgagor's wife, I. 163, 164. 410. II. 97

aliter for mortgage for years, I. 162. II. 102.

by a joint tenant, severs the joint tenancy, 380

of lands devised, operates as a partial revocation of the devise, VI. 110

what words pass mortgages in a devise, 200—202. See *Devise*.

mortgage in fee will pass under a devise of real estate, though equity of redemption not released, II. 90

Mortgagor, interest and power of,

how considered in equity, II. 68

is *quasi* tenant at will to mortgagee, 80. 85; exception, 80

not entitled to six months notice to quit, 81, 82, so of his lessee, 81

his interest is therefore inferior to that of tenant at will, ib.

his concurrence necessary to grant a lease, 87. n.

usually made a party to assignment by mortgagee, 89

loses his right of redemption by fraud, 93

may nominate in case of an advowson, but mortgagee presents, III. 19

must make what title to mortgagee, II. 197

Mortgagor in possession,

what tenancy subsists between him and mortgagee, 80, 81

cannot commit waste, 81

cannot make a lease to bind the mortgagee, ib.

could not bar the mortgagee by fine and non-claim, 83. V. 255

after forfeiture, is in what situation *quoad* mortgagee and strangers, II. 94

has such a possession as in equity is equivalent to actual seisin, 95, 96

mortgagor being in possession, when satisfaction presumed, 121

MORTGAGE—continued.

- Mortgagee, interest and power of, I. 449, 450. II. 80. 83
 - has the legal estate, 83, as far as necessary to his security, 92
 - considered in equity as trustee for mortgagor, 68. 83. 91, 92
 - holds the lands mortgaged as a pledge for securing repayment of money borrowed, 83
 - may sell under a power, 78
 - on non-payment of the interest,
 - may bring ejectment, subject to what stay of proceedings, 83, 84
 - may give notice of the mortgage to the tenants, and is then entitled to the rent, 84
 - of a lease by assignment, is subject to the covenants, though he never occupied or became possessed in fact, 85, 86
 - is a purchaser for valuable consideration within 27 Eliz. c. 4. I. 450. IV. 436
 - husband of mortgagee in fee cannot be tenant by the curtesy unless when, II. 95
 - ought to have the title deeds, if the possession of them be incident to his security, and why, 163—166
 - becoming lunatic, his committee may convey, 122
 - making lasting improvements is entitled to amount of expenditure with interest, 149
 - cannot tack simple contract debts, 174
- Mortgagee in possession,
 - will be restrained by chancery from committing waste, 86
 - except when the security is defective, *ib.*
 - produce of timber cut down by, how applied, *ib.*
 - of a copyhold, may commit what waste to prevent forfeiture, *ib.*
 - cannot make leases so as to bind mortgagor; exception, *ib.* 87 & *n.*
 - cannot present to a living, 87, except the mortgagor's nominee, III. 19
 - could not bar mortgagor by fine, II. 87
 - who renews a lease, is a trustee for mortgagor, *ib.*
 - must account with the mortgagor, as his bailiff, for the profits, *ib.* 88
 - so to the creditors if he collude with mortgagor, 88
 - assigning his mortgage, without mortgagor's consent, is answerable for the profits, *ib.*
 - will not be allowed any thing for his trouble in receiving rent, *ib.*
 - will be allowed what expenses, *ib.* 89
 - whenever gross sum received by, exceeds the interest, it shall be applied to sink the principal, 89
 - may assign his mortgage before or after entry into possession, 81, 89.
 - assignment by, to insolvent, is a breach of trust, 88

MORTGAGE—continued.**Mortgagee in possession,**

- assignee is only entitled to what is really due, II. 89
- and must allow payments to the mortgagee without notice, 89
- receiving rents and profits and converting them to his own use after mortgage money paid is chargeable with interest, 153

An equity of redemption,

- origin and nature of, 66. 92. 95
- the right to redeem cannot be restrained, 69
- may be lost by fraud, (4 W. & M. c. 16.) 93
- similar in many respects to a trust estate, ib. 96
- may be divested, and adverse possession obtained, 94
- is alienable and entailable as a trust estate, ib.
- passes by voluntary conveyance, 198
- is devisable as such, 94. VI. 25
- such devise is within statute of frauds, 67
- descends as equitable estates to the heir of mortgagor, II. 94
- follows the customary descent as in borough English or gavel-kind, 94
- there might be *possessio fratris* of, ib.
- may be mortgaged, ib.
 - such mortgage is usually called a *Second Mortgage*, and why seldom advised, ib. 158
- may be charged with payment of an annuity, 95
- of a mortgage in fee, is subject to curtesy, ib. I. 148
 - for there may be a seisin of it, II. 95
- of a mortgage in fee previously to stat. 3 & 4 Will. 4. c. 105.
 - not subject to dower, I. 162, 163, 164, 410. II. 97
- of a mortgage for years subject to dower, I. 162. II. 102
 - chancery will relieve the dowress, by removing a satisfied term, 102
- dowress must pay one-third of the interest or of the principal, if the term is not satisfied, ib.
- is subject to crown debts, and may be sold under extent, ib. 103
- of mortgage in fee is assets in equity, sometimes in law, 103, 104
- of a trust estate is equitable assets, 104
- cannot be extended by a judgment creditor, ib.
- effect of a devise of it for payment of debts, ib.
- who may redeem,
 - all those who derive interest from mortgagor by purchase or devise, ib.
 - heir at law or by custom, ib.
 - a subsequent incumbrancer as a judgment creditor, ib.
 - a creditor by statute even after foreclosure, 105

MORTGAGE—continued.**An equity of redemption :**

who may redeem,

a dowress, jointress, and tenant by curtesy, II. 105

the crown on outlawry of mortgagor, *ib.*

and its assignee, II. 106

whoever redeems, must do equity, 106

thus heir at law, devisee, or executor of mortgagor, cannot redeem a mortgage without also paying off money due on bond to the same person, 106—110. See *infra*, of *Tacking*.

but mortgagor himself may, 110

bond creditor taking assignment of mortgage has the same equity against mortgagor and his heirs, that both debts may be paid, 107.

but this rule does not hold against a purchaser or assignee of the equity of redemption, *ib.*

if one of two mortgages to the same person is a defective security, both must be redeemed, 111

where one of two several tenements separately mortgaged is below the value, and the other is above it, the heir must redeem both, *ib.* 112

second mortgagee with notice cannot redeem the first mortgage; without paying off further advances on the first mortgage, 157, 158

previously to stat. 3 & 4 Will. 4. c. 27. no precise time was fixed for redemption, 113 & n.

but twenty years possession by mortgagee generally made a mortgage irredeemable by analogy to the statute of limitations, 113, 114

except where there was a disability, 114

and party sued within ten years after its removal, 116

or where an account had been settled, *ib.*

or where the mortgagee had acknowledged the mortgage within twenty years, 117

confirmed by the recent statute of limitations, 113

where no time is appointed for payment, as in case of a Welsh mortgage, 118

but this perpetual right of redemption may be lost by subsequent agreement, 119

where lands are conveyed to a person, till by perception of the rents he is paid principal and interest, *ib.*

where there is fraud in the mortgagee, 122

so where mortgagor continues in possession without acknowledgment of debt, only of part of mortgaged premises, 121

Qu. whether redeemable as to one part and not as to the other, 121, 122

MORTGAGE—continued,

An equity of redemption,

Qu. whether it will escheat to the crown, III. 415

is within stat. 11 Hen. 7. c. 20. for preventing jointresses from
levying fines or suffering recoveries, V. 410

of a copyhold, follows the custom as to the legal estate, 462

committees of lunatic mortgagees may convey, II. 122

Payment of mortgage money and interest :

personal estate is first liable, 123, 124

even in favour of a devisee, 124

and though there is a disposition of the personal, or a charge
on the real estate, for payment of debts, 125

on mortgages by husband and wife, for the husband's benefit,
the husband's personal estate is first liable, 143

aliter, if the sum borrowed on the wife's estate is partly to pay
her debts, and partly for the husband's use, 146

or if the charge on the wife's estate was not created by the
husband, *ib.*

or if it appear, by parol evidence, not to have been the wife's
intention to stand as a creditor for the mortgage money, 147

but not to the prejudice of legatees, 137, 138

land devised for payment of debts, is applied in default of per-
sonalty to discharge mortgages, 126., and also lands
descended, 128

real property will be applied before personalty, in discharging a
mortgage, where

testator exempts his personalty by substituting his real estate,
136

or specifically bequeaths a chattel in his will, 137

personal estate is not liable,

where the mortgage debt is contracted by another, for it is not
personal, 138

nor in the first instance, though the party covenant to pay
the mortgage debt of another, *ib.* 139

nor though the party charges his real and personal estate
with his debts, 140

where an equity of redemption only is purchased, 142

nor in the first instance, though the purchaser covenant to
pay the mortgage money, *ib.*

unless the purchaser makes the debt his own, 143

proportion to be paid by tenants for life and remainder-men in
redeeming, 149

where tenant for life or in tail pays off a mortgage, *ib.*

payment of interest, 150

rates of interest in Great Britain, Ireland, or West Indies,
ib. 151

interest on mortgages is due *de die in diem*, 151

MORTGAGE—*continued.*

Payment of mortgage money and interest :

time for recovery of interest limited to six years, II. 151. n. Ex-
ception, *ib.*

agreement for lowering interest, 151

agreement for taking higher rate of interest, on default in its
payment, *ib.*

interest due is not to be turned into principal, except on advance
of fresh money, 152, 153

interest upon interest is allowed,

where a mortgage is assigned *bond fide*, and with mortgagor's
consent, and assignee pays interest due, 152

where an account has been settled and signed by the per-
ties, *ib.*

or has been settled by a master in chancery, including costs, *ib.*

where equity enlarges time of payment, in order to prevent
foreclosure, 153

against an infant, only where a benefit accrues to him, *ib.*

who are bound to pay interest on a mortgage,

tenants in fee and for life, 154

infant tenants in tail, *ib.* 155

who are not bound to pay interest on a mortgage,

tenants in tail of full age, 154

issue in tail, or remainder-man, *ib.*

remainder-man shall have benefit of payment of interest of a
mortgage by tenant in tail, 155

mortgage money is payable to executor of mortgagee, *ib.*

parol evidence of payment of the debt is admissible, 90, 91

when the debt is discharged, the mortgagee's interest in the land
ceases in equity, though his legal estate continues, 156

Order in which mortgages are paid :

mortgages are paid according to priority of dates, 157

subsequent loan, made under clause in first mortgage for further
advances, has a priority to a second mortgage, *ib.*

not preferred in equity to debts by statute, judgment, or recogni-
zance, 158

legal incumbrances, without notice of prior equitable incum-
brances, are preferred to them, 159

possession of the deeds by second mortgagee will not give him a
priority, unless there is a fraudulent purpose, or concu-
rence in such a purpose, or gross negligence, amounting
to evidence of fraudulent intention, 163—167

equity will not take title deeds from possession of second mort-
gagee, unless the first mortgagee pays him his money,
167

a defective first mortgage loses priority to a second effective
one, *ib.*

MORTGAGE—continued.**Order in which mortgages are paid :**

but is preferred to bond or other debts, not originally affecting the land, II. 167

priority may be lost by the fraud of the first mortgagee, in concealing his own mortgage, when, 169, 170

prior incumbrancer is bound to answer what questions, 169, 170

effect of attestation by prior mortgagee of second mortgage deed, 170

Tacking subsequent to prior incumbrances : (See *supra*, *Equity of Redemption*.)**a prior mortgagee**

in Ireland cannot tack, when, 174

cannot tack a bond to his mortgage debt ; for that would prejudice the puisne incumbrancer, 106. 108. 110

but the land, when redeemed, is assets for the heir, or devisee, or executor, to pay off the bond, in order to prevent circuity, 106. 109. 111

so, where there is a devise for payment of debts, created by mortgagor's will, the bond may be tacked, 110

bond creditor taking assignment of mortgage shall be paid both, 107

cannot tack a puisne mortgage, if he had notice of mesne incumbrances, 109

nor if he takes the assignment of the puisne mortgage as trustee only, *ib.*

having a puisne incumbrance, a mesne mortgagee must redeem both, *ib.*

may tack his mortgage to a judgment, where both are in the same right, *ib.* 174

is entitled to the full amount of a puisne incumbrance purchased, though he does not give the full value for it, 110. 187

but this rule does not apply to agent, trustee, heir at law, or executor, buying in puisne incumbrance, as against another incumbrancer, 187, 188

making further advances has preference over second mortgagee, with notice of prior mortgage, 157, 158

a puisne mortgagee,

without notice of prior incumbrance may, by tacking his mortgage to it, obtain priority over mesne mortgages, 170—172. 174

for purchaser without notice, who afterwards obtains assignment of prior incumbrance to trustee for himself, protects the land from mesne incumbrances, I. 427. II. 63. 170, 171, 172

MORTGAGE—continued.

Tacking subsequent to prior incumbrances :

a puisne mortgagee,

but having notice of second mortgage must keep first security on foot, II. 170 & n.

protected against mesne incumbrances, by covenant that first mortgage shall secure the subsequent sums, 157

who takes in a term in gross, or attendant to trustee for himself, will prevail in ejectment against a prior mortgagee, 174, 175

how far protected by taking in a first incumbrance, 187

must have the best right to the legal estate to be entitled to priority, 188

may take in a prior incumbrance *pendente lite*, ib.

creditor by judgment,

cannot, by buying in an old mortgage, tack it to his judgment so as to gain it a preference over subsequent mortgage, 173

but a prior mortgagee may, 109. 174

but cannot tack simple contract debts to a bond, 174

effect of a declaration of trust of a term in favour of incumbrancer, 186

custody of title deeds respecting a term, with a declaration of trust of it in favour of a second incumbrancer, is equivalent to actual assignment, ib., and see 192, 193

how far an old incumbrance will protect a puisne mortgagee, 187

at what time a prior incumbrance may be got in, 188. *pendente lite*, 189. 191, but not after judgment, 188

between incumbrancers, having only equitable securities, the prior in time is preferred in payment, 192

a mortgagee will not be allowed to tack a judgment debt to that due on mortgage of a copyhold, V. 462

what will amount to notice of a prior incumbrance, II. 194, 195
direct and constructive notice, 195, 196

Foreclosure :

nature of, 197

ejectment may be brought, pending bill of, ib.

no power of, in Welsh mortgages, 198. 120

binds all persons claiming under entail of equity of redemption, 198

infants bound by, if they do not shew cause against it in six months after attaining full age, ib. 199

what grounds infants may take on such shewing cause, 199

married women are bound by, ib.

decrees of, sometimes opened, and further time for redemption decreed, ib.

a right of, is forfeited by fraud, 122

MORTGAGE—continued.**Foreclosure :**

- a sale sometimes decreed ; as, *e. g.* when the estate mortgaged is reversionary, II. 199
- power of equity to make decrees before hearing suit of, what, 200
- an advowson may be mortgaged, III. 19
- a copyhold may be mortgaged by surrender, V. 462
- how a mortgage is affected by the stat. 27 Eliz. c. 4. IV. 433
- by a joint tenant severs a joint tenancy, II. 380
- a mortgage is devisable, VI. 25.—such devise within the statute of frauds, 67
- a mortgage of lands devised operates as a partial revocation of the devise, 110
- what words pass mortgages in a devise, 200—202. See *Devise*.

MORTMAIN,

- statutes of, I. 53, 54
- grantee of estate in fee, shall not alien to ecclesiastical corporation, II. 2
- king's license in, I. 53, 54. IV. 21, 22.

N.

NAME,

- proviso for assuming, II. 267
- describing, in a deed, IV. 261, 262
- adopting a surname is not a sufficient consideration to raise a use in a covenant to stand seised, 109

NATURAL-BORN SUBJECTS, who are considered such, III. 320**NATURALIZED PERSONS,**

- may be freeholders, I. 53
- entitled to dower, 159
- distinguished from denizens, III. 322
- may inherit, *ib.*

NAVIGATION,

- shares in navigation of a river are real property, I. 46
- dower of shares in, 161

NEMO potest esse Dominus et Tenens*, I. 72. VI. 479. 488*NEW RIVER SHARES,**

- are real property, I. 46
- finer might be levied of them, V. 133

NOMINATION,

- distinguished from presentation, III. 3
- a mortgagor of an advowson may nominate, 19

NON-CLAIM, statute of, V. 152, 153

NON OBSTANTE, V. 61

NON-USER,

does not divest a rent, III. 295. 453

is a cause of forfeiture of a franchise, 268

when a forfeiture of an office, 113

NORMANDY,

customary law of, introduced into England, I. 3, 4. 24, 25

NOTE OF A FINE, V. 82

NOTICE,

What constitutes notice of an incumbrance, II. 194

direct notice, by formal communication, *ib.*

constructive notice, by a decree and several other means, 195, 196

a *lis pendens*, 189

registering a deed is not of itself notice, 195. IV. 449, 450

notice to the agent is notice to the party, 452, 453. II. 194

notice to the attorney is notice to the party, IV. 455. II. 194

takes away the effect of registering, IV. 452.—the notice must be proved, 458

how proved, 455

of a prior incumbrance makes a purchaser liable, 452

of a trust will make a purchaser liable to the trust, I. 450. II. 286. 311

necessary to entitle a mortgagee to rent, 84

immaterial to invalidate a conveyance under the statute of Eliz.

against fraudulent conveyances, IV. 425

Notice to quit,

a tenant at will must have six months' notice to quit, I. 245.

also a tenant from year to year, 248

a receiver appointed by the court of chancery may give notice to quit, 250

notice in writing is a sufficient demand of possession, *ib.*, and is necessary to entitle the landlord to double value under 4 Geo. 2. c. 28. s. 1., for holding over after his notice to quit, *ib.*

may be given previous to the expiration of a lease, *ib.*

persons holding over after giving notice to quit must, by statute

11 Geo. 2. c. 19. s. 18. pay double rent, 251.—a parol

notice is within the statute, *ib.*

NULLUM TEMPUS ACT, III. 457. V. 223

O.

OCCUPANCY. See *Estate pour autre vie*.

General,

on death of tenant, *pour autre vie* in lifetime of *cestui que vie*, I. 110

could not be against the king, *ib.*

OCCUPANCY—*continued*.

General,

nor formerly of a rent or other incorporeal hereditament, I. 110,

111. III. 289

taken away, I. 111

Special,

of heir of tenant *pour autre vie* on death of *cestui que vie*, ib.

an executor can be a special occupant, 111. 113. III. 290

held a trustee for residuary legatee, I. 111

heir preferred to executor in, 113, 114

quasi, may be of incorporeal hereditaments, 113

of a copyhold, 275

fine is payable, 292

of a rent, III. 289

OFFICERS IN THE ARMY AND NAVY,

their pay not assignable before it is due, 117. does not pass to assignees under bankrupt laws, ib.

cannot mortgage their commissions, ib.

Petty,

who are, 117

form of letter for receiving their prize money, prescribed by 45

Geo. III. c. 72. s. 92. ib.

OFFICES,

are incorporeal hereditaments, III. 2. 92

an office described, ib.

are either public or private, ib.

are judicial or ministerial, ib.

the nine great officers of the crown, 93

all public offices must originally have been created by the sovereign, ib.

derived from immemorial usage, ib.

the king (since 34 Ed. I.) cannot erect any new office with new fees without consent of parliament, ib.

nor annex new fees to old offices, ib.

how offices must be granted, 94

by patent when held of the crown, and with all ancient rights, and every thing incident to it, ib.

Offices incident to other superior offices,

what, 93, 94

cannot be granted by the crown, 94

nor reserved on grant of superior office, ib.

must in general be granted by deed duly executed, exception, 94, 95

house or land belonging to an office pass by the grant of the office by deed, 95

when grantable by bishops, are not within the disabling acts, ib.

may be granted on erection of a new bishopric, ib.

OFFICES—*continued.*

- ministerial offices may be granted to two persons, III. 97
- so may judicial offices where the usage has been to grant them so, 98
- effect of death of one of such two grantees, ib.
- descent of offices, ib. 351
- Estates which may be had in different offices,
 - estate in fee, or for life of grantee, 98, 99
 - grant *quandiu se bene gesserit* gives an estate for life, 99
 - and *e converso*, ib.
 - and in grant for life, that condition is implied, ib
 - estate for years, ib. 100. IV. 61
 - grantable to a person in trust, III. 99
 - when acts of majority of *cestuis que trust* bind the rest, 107
 - estate at will, 100
 - estate in reversion, ib.
 - estate tail, 102
 - estate in dower and by curtesy, ib. 103
- what offices may be entailed within the stat. *De Donis*, 102
- what offices may be assigned, 103
- who may hold offices, 104
 - grant to an infant of office of skill, when void, ib.
 - ministerial office exercisable by deputy may be granted to any person, even to women, 105
- when exercisable in person, and when by deputy, ib. IV. 61
- difference between a deputy and assignee of an office, III. 105, 106
- deputy when appointed by coparceners in an office, 106
- qualifications, as oaths, &c. necessary for holding offices, 108
- offence of selling or buying offices, 109
- what offices are within stat. 5 & 6 Ed. 6. ib. 110, 111, 112
- what are not, 111
- profits of, cannot be assigned, ib.
- in courts of K. B. and C. P. cannot be sold, 113
- what bargains are not within the statute, 110, 111
- where equity will supply its defects, 112
- when payment of a fine for not serving will not discharge the party from serving, 109
- how lost,
 - by forfeiture, 113
 - by accepting an incompatible office, ib. 115
 - by destruction of the principal office, 116
 - the king may suspend a public officer, III. 116
 - but cannot discontinue his salary, ib. 117
- with fee, are within the statute of limitations, 453
- finer might be levied of offices, V. 132
- persons having land annexed to, might be barred by fine and non-claim, 201

ORDERS,

of C. B. respecting dispositions by married women, App. VII.
19. 22. See *Married Women*.

ORIGINAL WRITS,

of fines, V. 71. See *Fine*.
of recoveries, 272. See *Recovery*.
might be amended as to mistakes of the clerk, 354
do not abate on the death of a king or queen, 72, 73

OUSTER,

of the freehold, I. 51, 52
a tenant in common, presumed, after long acquiescence, to have
been ousted, II. 403
actual, what, ib. 404.—and see *Doe v. Taylor*, 5 Bar. & Adol. 575

OUTLAWS,

may be grantors or grantees of copyholds, I. 271, 272
cannot present to livings, III. 21
might levy fines, V. 120

OUTSTANDING TERM, I. 418. 424, &c.

a right to the term by the declaration of the parties, 419
jointress and tenant by curtesy relieved against, 147. 442
satisfied, assigned to a trustee to attend is a bar to the plaintiff
in ejectment, not entitled to the possession of it, 414.
442, 443
so where there is an outstanding unsatisfied term, ib.
when presumed to be reconveyed or surrendered, 415, &c. 443, &c.
II. 91
effect of purchaser without notice taking an assignment of, as a
protection from prior incumbrances, I. 427. II. 63. 170.
174
court of chancery will remove a satisfied outstanding term in favour
of a dowress, when, I. 178. 439—441., of a tenant by
the curtesy, 147. 442., of a jointress, 205. 442

P.**PAPIST,**

cannot present to living, III. 21, 22

PARCELS,

how they should be described in a deed, IV. 265
how in a writ of covenant to levy a fine, V. 134
how described in a declaration of uses, IV. 119
how in a writ of entry to suffer a recovery, V. 340
how in a devise, VI. 174. See *Devise*.
the description of parcels in a writ of covenant to levy a fine might
be amended if erroneous, V. 143, 144
the description of parcels in a recovery might be amended if er-
roneous, 354

PARES CURIÆ,

freemen attending the lord's court to determine disputes arising within his seignory, are, I. 18. III. 121., freeholders became, I. 48., disseisors became, 52

PARK. See Franchise.

forfeiture of office by parker, III. 114

PAROCHIAL CLERGY,

entitled to emblements on death, I. 114

but not on resignation, *Bulwer v. Bulwer*, 2 B. & Ald. 470

PAROL EVIDENCE,

that a provision made for a wife was in bar of dower, Qu. if admissible, 191, 192

admitted to show the intent in cases of resulting uses, 375. 392

admitted to rebut a pretended resulting trust, 392

admitted to show that a purchase was made with trust money, ib. 393

admitted to prove the payment of a debt, II. 91

not admitted to prove that a testator meant his will to remain unrevoked by a subsequent conveyance, VI. 103

admitted in setting aside a will for fraud, 128

not allowed to contradict or vary a written agreement, IV. 44., but see 42, 43., nor a deed, 253., nor a will, VI. 153., except where there is an *ambiguitas latens*, IV. 255. VI. 153

PAROL,

was allowed to demur on account of infancy, V. 238. 426, 427

PARSONAGE,

may be a manor, I. 30. note

PARTIES,

to a deed, IV. 26. 261

names and descriptions of parties, 261

construction of a deed as to the parties, ib. 262

to a fine, V. 115

an error in the names, when amended, 144, 145

how far barred by it, 171

to a recovery, 347

an error in the names would be amended, 354

PARTITION,

of a joint tenancy, II. 384, 385. See *Joint Tenancy*.

of an estate in coparcenary, 394. See *Coparcenary*.

of a tenancy in common, 410. See *Tenancy in Common*.

deed of, IV. 77

implied a warranty, ib.

agreement to make, ib.

does not revoke a devise, VI. 107, 108

PARTNERSHIP, REAL ESTATE. See *Dower*.

PASTURE, IV. 268

common of, III. 65

PEER. See *Dignities*.

PENSIONS,

for future services cannot be assigned, 117

but for past services may, *ib*.

PEPPER CORN RENT,

sufficient consideration for a lease and release, IV. 116

PERPETUITIES. See *Deed*, construction of,

repugnant to law, II. 6. 232, 233. 295, 296

discouraged both at law and in equity, IV. 330

history of settlements, 332—336

alienation may be restrained during any life or number of lives in being, and nine months and twenty-one years after, 338

but the nine months not allowed, unless gestation exists, 345

The rule against perpetuities applied

to springing and shifting uses, 345

to uses arising from appointments, 346. 350

to declarations of trust of terms for years, 349

but not to remainders after estates tail, *ib*.

An unborn person :

an estate may be limited by appointment to a person for life who is not born when the deed giving the power was executed, 350

may be made tenant for life, *ib*. and a vested remainder may be limited on that estate, *ib*.

no estate can be limited to the issue of an unborn person as a purchaser, *ib*.

created by act of parliament, *ib*. 351

cannot be created by will, VI. 149. 370. 380

estate tail of the gift of the crown for services is the only perpetuity grantable without act of parliament, V. 418

PERSONAL PROPERTY, I. 45

cannot be entailed, 73

a bequest of personalty is not a bar of dower, 178. 180

a mortgage is personal property, II. 89

when applied in discharging mortgages. See *Mortgage*.

PEW IN A CHURCH,

prescription for, III. 422. *note (a)*.

PISCARY, Common of, 71

PLOUGH BOTE, I. 105

POLLARDS,

if lopped, are timber, 117

PORTION OF TITHES, III. 47, 48. 58. 60. 63. See *Tithes*.

mode of proving, 47. *n*.

POSSESSIO FRATRIS, I. 51. III. 344. 380, 381. 390

when abolished by stat. 3 & 4 Will. 4. c. 106., 342, 343

seisin was necessary to make, III. 344

In the case of

a trust, 350

a remainder or reversion, 380, 381, 382. II. 358, 359

an equity of redemption, 94

an advowson, III. 350

a copyhold, 390

a dignity, 188

a rent reserved on a lease for life, 381, 382

applied to uses, 350

does not apply to descent of estate tail, 386

possession of younger brother not possession of heir, I. 51

POSSESSION,

distinguished from seisin, I. 390

estates in possession, II. 202

possession and right of possession. III. 312—a right of possession equivalent to a right of entry, ib. 436

deeds operating by and without transmutation of, IV. 97, 98

a right of possession passed by a fine at common law, V. 148

of a guardian in socage is the possession of the ward, I. 50. III. 345

of one joint tenant previously to stat. 3 & 4 Will. 4. c. 27. was the possession of all, II. 369. 377. III. 437. V. 227

of one coparcener was the possession of all, II. 392. III. 437. V. 227

of one tenant in common was the possession of all, II. 402. III. 345. V. 227. Exception, II. 403. III. 438

of the lessee for years is the possession of the heir, I. 50. 141. III. 344

of a lessee of a copyhold is the possession of the copyholder, 391

acknowledgment of title in writing is equivalent to, 312

adverse. See *Adverse Possession*.

the descent of a dignity not affected by possession, 188

writ of possession on a fine, V. 94

POSSIBILITY,

is *duplex, remota et propinqua*, II. 230

of entry or *scintilla juris*, 259. 260. See *Scintilla Juris*.

upon a possibility, 232. 366. IV. 350

conjectural, not to be regarded against the presumption of conveyances, I. 416

POST FINE. See *King's Silver*.**POSTHUMOUS CHILDREN,**

take as if born, II. 251

what time allowed for their birth, III. 320

are not entitled to the profits received before their births, 330

seisin of, excluded heirs of half blood, 345, &c.

POTATOES, titheable, III. 39. when not, 43.

POVERTY, degradation of a peer for, 183

POWERS,

Of revocation and appointment ;

Common law powers were

naked powers or bare authorities, IV. 133

powers coupled with an interest, ib.

difference between these two kinds, ib.

created by devise See *Devise*.

Powers derived from the doctrine of uses, ib.

may be inserted in conveyances, which derive effect from the Statute of Uses, so as to extinguish the uses originally declared, ib.

powers of jointuring, leasing, and charging settled estates with payment of money, are in fact powers of revocation, 134 either relate to the land, or are collateral to it, ib.

relating to the land, (viz. given to some person interested therein,) what, ib.

are appendant ib.

a general power of appointment may co-exist with the fee under limitation to uses, ib. 135

secus when reserved in conveyances at common law, ib.

or in gross, 135. 235

are favourably expounded, 135

collateral to the land, (viz. given to strangers without interest therein), ib.

powers of sale and exchange given to trustees in a settlement are, ib.

are strictly construed, ib.

in what deeds inserted ;

common law powers in every species of deed, ib.

powers derived from doctrine of uses, only in deeds deriving effect from the statute, and operating by transmutation of possession, ib.

semb. may not be inserted, in deeds, not operating by transmutation of possession, ib. 178

may be created without technical words, if the intention be clear, 136

power to charge lands with a sum of money, empowers to charge them with payment of the interest, 137

power to trustees to raise money " out of the rents and profits of lands," empowers them to raise it by sale or mortgage, ib.

aliter if out of the " annual profits," ib.

an infant *in ventre matris* is within a power to charge lands with portions for younger children living at the father's death, ib.

POWERS—*continued.*

Of revocation and appointment :

to revoke uses, II. 294. 299

a power to appoint new uses,

implies a power to revoke former ones, IV. 137

and includes a right to reserve a like new power, 138

unless the power is simply collateral, 139

a power to revoke uses,

semb. implies a power of appointing new ones, 137

To whom powers may be given ;

infants

may execute a naked power or bare authority, 139

but not a power relating to his own estate, without express provision that he may execute during his infancy, *ib.* 140

married women, 142., exception, 144

modern practice, *ib.*

who may be appointees, 146

a power of appointment does not suspend the vesting of remainders, *ib.* II. 221

Execution of, by deed or will,

may be restrained by circumstances, IV. 188

where the nature of the instrument is specified it must be adopted, 193., and see 229

and the solemnities prescribed in the power observed, 193

a power given generally may be executed either by deed or will, 194.—but they must be properly executed, 195.—

unless the power is collateral, 196

a lease granted for a fine under a power to raise money is good, though the settlement contain a power to lease at the best rent, 207

a will executing a power retains all its properties, 196

the power need not be recited, 197

but the instrument must refer to the estate, 198

a power may be executed by several assurances, 200.—and at different times, and over different parts of the estate, *ib.*

Appointment under a power,

to limit uses,

conveys the legal estate to the appointee, I. 365

must be to uses which might have been created by the deed giving the power, IV. 346

may be only a revocation *pro tanto*, 201

where a power is exceeded, the excess only is void in equity, 202

otherwise at law *ib.*

when it may be made to separate use of an object of the power with a general power of appointment, 204

POWERS—*continued.*

Of revocation and appointment :

- Appointment under a power,
 - may give a lesser estate, IV. 205
 - or direct a sale and appoint the money, 206
 - when illusory, 207
 - a power cannot be delegated to another, 211
 - except as to its formal acts, as signing receipts, &c. ib.
 - unless there are especial words, ib.
 - or the power is equivalent to the absolute ownership, 212
 - an unwarranted condition annexed is void, 204
 - to persons not objects of the power is void, 202., but see 204. and n.
 - when an instrument operates as an appointment, 212
 - is within the register acts, 448
 - may be made to a person unborn at the creation of the power, 350
 - effects of execution in barring dower, &c. 219, 220
 - will not defeat a prior estate, 221
 - uses arising from the execution of powers of revocation of prior uses, I. 363, 364
 - an execution of a power relating to the land might be confirmed by fine, V. 185
- In what cases equity will support a defective execution, IV. 222
 - in favour of a wife, ib. 225.—a husband, 225.—children though provided for, 226, 227.—creditors and purchasers for a valuable consideration, as lessees for years, &c. 227, 228
 - but not for volunteers, 228
 - where there is fraud, 229
 - where a complete execution is prevented by accident, ib.
- equity will not supply a non-execution, ib.
- unless the power in the nature of a trust, 231
- a complete execution operates as an extinguishment, 233
- vested in bankrupt for his own benefit may be executed by assignees, 232. 238. n.

Power of limiting a jointure,

- origin and nature of, 149
- is in fact a power of revocation, 134
- usual practice as to powers of jointuring, 149
- restriction as to *the clear yearly value*, or *clear of taxes*, &c. ib.
- power to limit a jointure proportioned to the wife's fortune, 154
- in a devise of a legal estate, does not prevent the operation of the rule in Shelley's case, VI. 276

Power of leasing by tenants for life,

- origin and nature of, IV. 157

POWERS—continued.

- Power of leasing by tenants for life,
 - is in fact a power of revocation, IV. 134
 - construed strictly, and in favour of the remainder-man, &c. 158
 - a condition in a power of leasing is *precedent*, ib.
 - qualifications destructive of the power are dispensed with, 160
- Restrictions usually annexed,
 - as to the instrument by which the power is to be executed, 158
 - as to the lands to be leased, or which have been *usually* let, 159
 - evidence of usual manner of demising, 160
 - as to the time when the lease is to commence,
 - when a lease is said to be in reversion, 164—166
 - a general power only authorizes leases in possession, 165
 - unless the estate is reversionary, 167
 - does not authorize a lease to commence after a subsisting one, 166
 - but concurrent leases are 'good under such general power, 169
 - a lease to commence from the day of date is not in reversion, 165
 - of powers to lease in reversion, 169, 170
 - as to the duration of the lease, 170
 - a shorter term may be granted than that specified by the power, 172
 - as to the rent to be reserved, ib.
 - what is the ancient rent, ib.
 - what is the best rent, 175
 - how to be reserved, ib.
 - as to the clauses and covenants, 176
 - in what conveyances it may be inserted, 135. 178
 - the lease is void if the power be not well executed, 158
- Powers of sale and exchange,
 - origin and nature of, 179
 - how given, ib.
 - what acts they authorise, ib.
 - how affected by the rule against perpetuities, 181.—and see *Waring v. Coventry*, 1 Myln. & Keen, 249
- Powers simply collateral to land are not barred by any conveyance of the land, 238
- Power to commit waste. See *Waste*, I. 127
- How powers may be extinguished and destroyed, IV. 233
 - by a complete execution, ib.
- Powers relating to the land may be released, ib.
- Powers appendant barred
 - by feoffment, fine, recovery, bargain and sale, &c. 234
 - may be suspended or charged, 235
 - a power to lease not barred by a charge, IV. 235

POWERS—*continued*.

- Powers in gross may be released, IV. 237
 - powers in gross not barred by a conveyance of the land, 235
 - unless the estates are divested, 236
 - extinguished by fine, *ib.* V. 185
- Powers simply collateral not barred by any conveyance, 238
 - nor by fine and non-claim, V. 186, 187. nor by a recovery, 390
- a power may be extinguished, IV. 241
- a power may be forfeited to the crown by attainder for high treason, 239.—in what case the crown may execute such a power, *ib.* 240
- where there is no object of a power, it becomes void, 241
- why powers of revocation, sale, and exchange are given in modern settlements to trustees, 135. 432
- a person cannot empower himself to give lands by a will not duly executed, 196. IV. 62
- what words in a devise create a power of sale, 360

PRÆMUNIRE, persons incurring its penalties cannot be freeholders, I. 53

PRÆCIPE IN A RECOVERY, was allowed to be amended, V. 354

PREBENDARY,

- restrained from waste by a prohibition from the court of chancery, I. 131. See *Ecclesiastics seised Jure Ecclesiæ*, V. 200. 223

PREDIAL TITHES, III. 40

PREMISES OF A DEED, IV. 26. 272, 273

PRESCRIPTION,

- origin of, III. 275. 420
- is only a usage *in pais*, 423
- 1st. *prescription to incorporeal hereditaments by immemorial usage*:
 - how differs from a custom, 422. 430
 - may be in the person as *e. g.* by a man and his ancestors, or by a body politic and their predecessors, 422
 - or attached to the ownership of a particular estate, which is called a prescription in a *que* estate, *ib.*
 - prescription in a *que* estate
 - must be laid in the person seised of the fee simple, *ib.*
 - nothing can be claimed in, which is not appendant or appurtenant to land, 423
 - nor if it lies in grant, and cannot pass without deed or fine, 424, 425

PRESCRIPTION—*continued.*

1st. *prescription to incorporeal hereditaments by immemorial usage:*

aliter in case of a personal prescription, III. 425

descent of hereditament prescribed for in a *que* estate, 429

what may be claimed by

only incorporeal hereditaments, and why, 421, 422

and not corporeal ones, 421

nothing that owes its origin to matter of record, 422, 423

nor in general any thing which does not lie in grant, 423

certain franchises, *ib.*

frank-foldage appendant to the land, *ib.*

not a court baron, 424

an easement, *ib.*

tenancy in common, but not joint tenancy, 425

previously to stat. 2 & 3 Will. 4. c. 71. must have been beyond time of memory, or 1 Ric. I. (*viz.* July 6, A. D. 1189.) 425

must have had a continued usage, 426

must be certain and reasonable, *ib.*

what prescriptions are void, 427, 428

how it may be lost, 428

descent of prescriptive estates, 429

to a right of inducting, 12

de non decimando, 52

de modo decimandi, 51

to a right of common. See *Common.*

to a right of way. See *Ways.*

to a franchise, 423

to a right of endowment of tithes, 48

prescriptive rights restrained by statutes of limitation, 432

2d. prescription arising from the several statutes of limitation or *negative* prescription. See *Limitation, Statutes of.*

PRESENTATION to a benefice, III. 11. See *Advowson.*

PRESENTMENT,

of the surrender of a copyhold, V. 454

of the forfeiture of a copyhold recommended, but not absolutely necessary, I. 318

PRESUMPTION of reconveyance, I. 415

PRESUMPTIVE HEIR, III. 328

PRIMA TONSURA, I. 264, 265. See *Herbage.*

PRIMER FINE, or PREFINE, V. 72

PRIMER SEISIN, I. 26. 40

PRIMOGENITURE, right of,

takes place amongst males, III. 332

formerly took place amongst females as to dignities, 189

PRIVATE ACT,

origin of, V. 2

is an act which concerns only a particular species, or thing, or person, *ib.* and instances, *ib.* 3

every act, though the matter thereof concerns *single* things, yet if it touches the king, is a public act, 3

there may be a private clause in a public act, *ib.*

must be specially pleaded except a public clause be inserted, *ib.*

estate act, what, 4

cases in which obtainable, *ib.* 5

inclosure act, 5, 6.—and see 1 & 2 G. 4. c. 23. s. 2

mode of passing, 6

general saving in, of the rights of the crown and all private persons, 7. must be expounded so as to be rendered consistent with the body of the act, 17, 18

effect of, 17—23

standing orders in Dom. Proc. respecting private acts, 28. &c.

operation of, is as effective as that of a public act, 7

except as to strangers, *ib.*

how far every one is a party to, 8

bars an estate tail and all remainders over, though the rights of the remainder-men, &c. are not excepted in the saving, *ib.* 9, 10

but not a remainder-expectant on an estate for life, 11

is construed in the same manner as conveyances deriving effect from the common law, viz. according to the intention of the parties, 12. 15

a recital in, as to the construction of a deed also recited therein, does not bind the parties, 17

may be relieved against if obtained by fraud, 23

PRIVITY,

meaning of the word, 157

who are privies under the statute 4 Hen. 7. c. 24., *ib.*

between a tenant for years and a remainder-man, II. 303

between a lessor and lessee, and their assignees, IV. 376

between a surrenderor and a surrenderee, 87

privity in blood, under the statute 4 Hen. 7. c. 24., V. 157

privity of contract and estate, IV. 376

Of estate,

requisite to a use, I. 339, 340

not necessary between a *cestui que* trust and his trustee, 406

between tenant at will and the owner of the estate, 243

between tenant from year to year and his lessor, 246

between a releasor and a releasee, IV. 79, 80

PRIVY SEAL, recoveries by infants by, V. 349

PROCLAMATIONS,

for an heir of a copyholder to be admitted, must be proved *vivd voce*, I. 313
 of fines, V. 90. See *Fine*.

PROFITS,

grant of profits of lands, with livery, passes the land, IV. 267, 268

PROPERTY,

division into real and personal, I. 45
 real is corporeal or incorporeal, *ib.* See *Title to Real Property*.
 when a rent service becomes personalty, III. 283

PROTECTION,

writ of, II. 49

PROTECTOR OF SETTLEMENT, under 3 & 4 Will. 4. c. 74

who is, I. 93, 94
 lessee cannot be, 94
 nor tenant in dower, *ib.*
 nor bare trustee, *ib.*
 nor an alien, *ib.*
 who may appoint, *ib.*
 mode of appointing, *ib.*
 deed by which appointment made must be enrolled, 95
 when Lord Chancellor is, *ib.*
 not subject to any control, 96
 Consent of,
 how given, 95—97
 when necessary to enable tenant in tail to alien, 95
 or to enlarge a base fee, 96
 where considered absolute, *ib.*
 not revocable, *ib.*
 deed by which given, must be inrolled, 97

PROVISO,

an estate for years may be made determinable by, I. 227. IV. 60
 for trustees' indemnity, I. 455
 for appointing new trustees, 460
 restraining an equity of redemption is void, II. 69, 70
 for shifting an estate, 267
 that a person shall take a certain name and arms, *ib.*
 the word *proviso* creates a condition in a deed, IV. 352

PURCHASE,

title by, III, 317. 396. IV. 3
 distinguished from descent, III. 397
 words of purchase distinguished from words of limitation, IV. 275.
 312. 328
 settlor takes by, when estate limited to his heirs in any assurance
 after 31st December, 1833, I. 374

PURCHASER,

- description of, III. 336
- descent must be traced from, *ib.*
- of crown debtor's estate, is discharged by payment of purchase money into the exchequer, I. 62 63.
- for valuable consideration without notice,
 - protected from all mesne incumbrances by a term attendant, 427, 428
 - statute recognizance or judgment, II. 63
 - except against crown debts, I. 429. IV. 421
 - and from dower with notice of the marriage, I. 429
- where bound to see trusts performed by proper application of the purchase-money, I. 450. where not, 451
- notice of a trust makes a purchaser a trustee, 450
- where not, *ib.*
- where the receipt of the trustee is sufficient, and where not, 453
- may redeem a mortgage without paying a bond debt, II. 107
- without notice, may tack a mortgage to a prior incumbrance, 170
- who are purchasers under the statute 27 Eliz. c. 4., IV. 433
- what conveyances are void as against purchasers. See *Deed.*
- every lessee for years is a, by his contract and covenants, I. 403

PURLIEU, III. 245**Q.****QUAKER,**

- relieved against forfeiture of copyhold for not doing suit and service in lord's court, I. 321

QUALIFIED, OR BASE FEE. See *Estate in Fee Simple.***QUALITY** of estates distinguished from quantity, VI. 475**QUARRIES,**

- not titheable of common right, III. 45
- recoveries could not be suffered of them, V. 340

QUEEN,

- Queen consort,
 - entitled to dower although an alien, I. 159
 - could not be seised to a use, 340, 341
 - is a *feme sole*, and may convey by deed, IV. 12, 13. 18
 - might levy a fine, V. 116
 - may devise real property, VI. 13
- Queen regnant,
 - cannot be seised to any use but her own, I. 340. 349, 350
 - cannot convey by bargain and sale, IV. 99.—by covenant to stand seised, 107.—or by lease and release, 115

QUIA EMPTORES, I. 22. IV. 5

statute of, passed A. D. 1290, I. 22
 on sales of lands, feoffee shall hold of the chief lord of the fee, ib.
 but when less than the fee-simple is transferred, tenant in tail holds
 of donor, 72
 or of a stranger, alienee of donor's reversion, ib.
 but if tenant in tail has the reversion in fee; he holds of the chief
 lord, ib.

QUIET ENJOYMENT,

Covenant for,
 is implied in a lease by the words *grant* or *demise*, IV. 369. 373
 but determines with estate of lessor, 369
 may be qualified by terms of express covenant, 370

QUIT RENTS,

nature of, III. 274
 are deducted from the fines payable on copyholds, I. 302
 equity decrees satisfaction of arrears of, when, III. 288. 299. 300
 if an incumbrance, IV. 380
 are within the statute of limitations, III. 296. 455, 456

R.**RABBITS, III. 75**

property in, *ratione soli*, 249. 253

RECITAL,

in a deed, IV. 26.—how construed, 263, 264
 of a lease in a deed of release, is good evidence against releasor,
 114
 of a power, not required in the execution of it, 197
 in a will, does not operate as a devise, VI. 158

RECOGNIZANCE. See *Estate by Statute*, &c. II. 40. 41

described and distinguished from a bond, IV. 95
 form of, ib.
 allowed priority over a bond, ib.
 on what lands a lien, ib.
 satisfaction of, ib.
 not enrolled, is considered as a bond, ib.
 is assignable in equity, ib. 96
 defeazance of, its effects, 96

RECONVEYANCE,

on breach of condition, II. 32
 of an outstanding term, when presumed, I. 415. 443. &c. II. 91

RECORD,

alienation by matter of record, V. 1.
 matter of record distinguished from a thing recorded, IV. 462

RECORD—continued.

- debts of record. See *Debts*.
- no evidence allowed to contradict a record, V. 84, 85. 237. 427
- the record of a fine levied in one term, was not allowed to be altered to another term, 146
- execution of a recovery must appear on record, 333
- might be amended during the term in which made, 234

RECOVERY,

- origin of, V. 268
- how suffered, 270
- the voucher might be double, treble, &c. 271
- when completed, *ib.*
- passed a fee-simple without the word heirs, 320
- requisites of, stated, 272
- The writ of entry,
 - why always in the post, 273
 - fines due to the king on it, *ib.*
 - recovery suffered without an original, was only voidable, *ib.*
 - construed more favourably than in an adversary suit. *ib.*
 - rule of court, *ib.*
 - might be amended, 354, 356
- how the parcels should have been described, 340
- The tenant to the præcipe
 - must have had the freehold, 274
 - and if he had not, he could not suffer the recovery, 277
 - if he had the freehold when the recovery was suffered, the recovery was good, though his estate was afterwards defeated, 274, 275
 - an alien was a good tenant to the præcipe, until office found, 275, 347
 - a person having an estate of freehold limited after a devise to executors, for and until payment of debts, might make a good tenant to the præcipe, 275
 - a title to dower before assignment, was no impediment to a recovery, 276
 - at what time the tenant must have had the freehold, 277, 278
 - any time before judgment in the recovery was sufficient, 278
 - or within the term, great sessions, or assizes in which the recovery was suffered, 279
 - the freehold of the tenant must have been in possession, 281
 - leases for lives need not have been surrendered, *ib.*
 - but persons having a prior estate for life, must have joined or surrendered it, 282
 - to whom it must have been surrendered, *ib.*
 - a surrender sometimes presumed, 283
 - collateral evidence of a surrender admitted, *ib.*
 - a surrender not presumed without sufficient grounds, 284

RECOVERY—*continued*.The tenant to the *præcipe* :

a person having an equitable interest might make a good tenant to the *præcipe*, so as to suffer an equitable recovery V. 385, 386

where, after a recovery, the tenant for life suppressed the deed, a surrender would be presumed, 283

made by what conveyances,

by fine, 290

the cognizee must have taken a freehold, 291

a declaration of uses not necessary, *ib.*

an eviction of the tenant subsequent to the recovery, will not invalidate it, 290

a husband seised *jure uxoris* might make a tenant to the *præcipe* without fine, 292

by feoffment, 293.—when such feoffment operated by disseisin, *ib.*

by grant, 309

by bargain and sale enrolled, *ib.*

by lease and release, 310

a recovery good after 20 years, though the deeds to make a tenant to the *præcipe* are lost, *ib.*

a recovery sometimes good without a tenant to the *præcipe*, *ib.*

where an infant suffered a recovery, he must have made a tenant to the *præcipe* by feoffment, and have given livery of seisin in person, 350. IV. 49

tenant to the *præcipe* in a prior defective recovery not a necessary party in a new recovery. App. VII. 17.

Voucher, V. 270

nature of 311

may be double, treble, &c. 271

situation of the vouchee after entering into warranty. 312

voucher in person and by attorney, *ib.*

form of the entry and warrant of attorney, *ib.* 313

rules of court respecting the warrant of attorney, 314

Writ of *summoneus ad warrantizandum*, 317

should bear date before the warrant of attorney, 318

number and times of the returns, *ib.*—how far the court of common pleas would enlarge the return, *ib.*

effect of joint voucher in barring an entail, 374—380. See, farther on, *Effects of a Recovery in barring Estates Tail*.

a recovery without voucher did not bar the issue in tail, 375

what estates might be barred by a recovery, with single, double, and treble voucher, *ib.*

in what case the death of a recoveree before judgment would make the recovery void, 320. 326

RECOVERY—*continued.*

Voucher :

- reason of the different effects of single, double, and treble voucher,
V. 375
- when incapacity in the vouchee could be assigned for error, 427
- a release of errors from the common vouchee, was no bar to a writ
of error, 438

Judgment,

- nature of, 320
- form of entry on the record, *ib.*
- passed a fee simple to demandant, without the word *heirs*, *ib.*
- when void for being premature, *ib.*
- if any of the parties died before judgment, the recovery was
void, *ib.*
- it related to the return day of the writ of entry, and not to the
first day of term, *ib.*
- but could not relate to a Sunday, 328
- a mistake in the entry allowed to be amended, 357

Execution,

- nature of, 332
- writ of *habere facias seisinam*, *ib.*
- when it should bear date, *ib.*
- might be amended, as also the return, 357
- might be had against the heir, 333
- must have appeared on record, *ib.*
- all the proceedings might be enrolled, 335
- after twenty years, the deeds to make a tenant to the præcipe are
sufficient proof of a recovery, 336

In what courts it might be suffered,

- court of common pleas, 338.—rules of court, 273. 314
- of the counties of Lancaster and Durham, 338
- of the county of Chester and city, *ib.*
- of great sessions in Wales, 339
- of hustings in London, *ib.*
- copyhold courts, *ib.*
- ancient demesne, *ib.*

Of what things a recovery might be suffered,

- every thing whereof a writ of covenant or entry lay, 339
- of an undivided part, as well as the whole, *ib.*
- rents issuing out of lands, *ib.*
- advowsons in gross, 340
- a contingent remainder, *II.* 333
- tithes impropriate, and other ecclesiastical profits, *V.* 340
- how a recovery affected a rent, 374
- not of a fishery, &c. 340
- nor of an annuity charged on personal estate, *ib.*
- nor of common of pasture or estovers, *ib.*

RECOVERY—*continued.*

Of what things a recovery might be suffered :
 nor of things not in demesne, but in profit, V. 340
 by what descriptions, *ib.*

Who might suffer recoveries, 347

aliens, *ib.* 275

a married woman might have joined her husband in, IV. 128.

V. 347.—she should have been privately examined, *ib.*

—rule of court respecting, *ib.*

where a married woman, having the trust of a term, joined in a
 recovery of the land, she was barred of her claim, 383.
 384

tenant for life, with estate in remainder in tail in himself, 398

Who were disabled from suffering recoveries :

the king, 348

persons attainted, *ib.*

an infant should not have been permitted to suffer a recovery,
ib.—as such recovery could be avoided only during his
 minority, *ib.*

infants formerly suffered recoveries by privy seal, 349

an infant trustee might join in a recovery under the direction of
 the court of chancery, 350

where an infant suffered a recovery, he must have made a tenant
 to the *præcipe* by feoffment, and have given livery in
 person, *ib.* IV. 49

idiots or lunatics should not have been allowed to suffer reco-
 veries, as such recoveries could not be reversed, V. 351

tenants for life, *ib.*—a tenant for life might join with the remain-
 der-man or reversioner, 352

who might take by recovery, *ib.*

Women seised of dower or jointure,

stat. 11 Hen. 7. c. 20. 408

who are jointresses within this statute, 409

a trust or equity of redemption is within the statute, 410

what estates are not within the statute, *ib.*

Husbands seised *jure uxoris*, 413

stat. 32 Hen. 8. c. 28. s. 6. *ib.*

what persons and estates are within the statute, *ib.* 414

Amendment of recoveries, 353

the writ of entry amended, 354

a mistake in the names of the parties amended, *ib.*

the description of parcels amended, 355

a mistake of the clerk in the judgment amended, 357

a mistake in the writ of seisin, and return thereof amended, *ib.*

there must have been an evident mistake of the clerk, or some-
 thing to amend by, 358

case in which amendment would not have been allowed, *ib.*

RECOVERY—*continued.*

Amendment of recoveries :

- amendment not allowed on affidavit only, V. 359
- nor on the last day of term, *ib.*
- not now necessary if error be apparent from the deed making the tenant to the *præcipe*, 353, 354

Effect of a recovery in barring estates tail :

- a recovery barred an entail, I. 92. V. 364
- the issue in tail not barred by a recovery, operating by way of estoppel, unless there was a tenant to the *præcipe*, 310

ancient modes of barring entails, 360

- a recovery barred the issue in tail, although the tenant in tail died before the recovery was executed, 365

erroneous recovery suffered by tenant in tail, barred his issue while it was in force, *ib.*

a tenant in tail who covenanted to stand seised to certain uses, might suffer a valid recovery to other uses, *ib.*

a tenant in tail in remainder might join with a tenant for life in a recovery, 367

effect of joint vouchers :

where a *præcipe* was brought against a man and his wife, the husband being sole tenant in tail, and both vouched, 366

where a *præcipe* was brought against a tenant for life, and a remainder-man jointly, and both vouched, *ib.*

effect of sole voucher,

where two persons, joint tenants for life, remainder to one in tail, who alone was vouched, 369

where an estate was limited to husband and wife, and the heirs of their bodies, and husband alone vouched, 370. 378

a recovery barred all remainders and reversions, and all charges thereon, 371

a tenant in tail who was disseised, and released to the disseisor, might still have barred the entail, remainders, and reversion by recovery, 372

a tenant in tail who levied a fine with proclamations, might still have barred the remainders and reversion by recovery, 373

—Qu. whether the issue of such tenant in tail could have barred the remainders and reversion by recovery, *ib.*

effect of a recovery by an attainted tenant in tail, *ib.*

an entail of a rent charge might have been barred, 374

effect of recoveries with single and double voucher, *ib.* 375

the power of suffering a recovery could not be restrained, 381

an heir in tail when disinherited by a recovery was allowed to inspect title-deeds, 382

a recovery by a tenant in tail barred all collateral conditions subsequent to the estate tail, 390

RECOVERY—*continued.*

Effect of a recovery in barring estates tail :

a recovery by a tenant in tail let in incumbrances, V. 396.—and confirmed conveyances and settlements made by him, *ib.* 397

Estates tail granted by the crown as rewards for services, where the reversion was in the crown,

could not, by stat. 34 & 35 Hen. 8. c. 20., be barred by recoveries, IV. 350, 351. V. 374. 414

construction of the statute, 415

no alteration of the limitations would enable the tenant to bar his issue or the reversion, 421

where lands were conveyed to the crown for the purpose of getting a re-conveyance in tail, such estate tail was not protected by the statute, 418

the estate tail must have been a reward for services, *ib.* 374

ancient mode of acquiring a good title to an estate tail, of which the remainder or reversion was in the crown, 421

usual mode now adopted, 423

Effects of a recovery in barring particular persons, estates, and interests :

operation of, how different from that of a fine, 383

barred all parties except infants, where the reversal was during the minority, *ib.*

married women, *ib.*

a recovery suffered by husband and wife would bar dower, I. 177. V. 384.—and jointure, I. 208

a recovery by a husband alone would not bar dower, V. 384

trust or equitable entailed estates, I. 407. V. 374. 384

an equitable recovery would not in general operate on a legal estate or remainder, 388.—Exception, 389

there must have been an equitable tenant to the *præcipe*, 385
what estate necessary, *ib.* 388

Powers,

a recovery barred a power appendant or in gross, 389

a recovery operated as an extinguishment of a power relating to the land, whether appendant or in gross, IV. 234.

236.—but not of a power simply collateral, 238. V. 390

conditions and conditional limitations when suffered by a tenant in tail, *ib.*

contingent remainders, 393

a writ of error to reverse an erroneous fine, 240. 394

was an estoppel on record, 396

let in prior incumbrances of tenant in tail, *ib.*

confirmed a preceding conveyance by a tenant in tail, 397

its effects in letting in incumbrances different from those of a fine, 398

RECOVERY—continued.

- was a revocation of a devise, V. 398. VI. 96
- created a forfeiture when suffered by tenant for life, V. 398
- did not alter the descent, 399
 - exception, 402,—might alter the descent of an estate tail, III. 341
- What persons, estates, and interests, were not barred by a recovery ;
 - none but those persons who were parties, issue in tail, remaindermen, &c. V. 407
 - estates precedent in limitation to that of which the recovery was suffered, *ib.*
 - estates in dower or jointures, 408
 - estates held *jure uxoris*, 413
 - estates tail granted by the crown for services, 414
 - reversions vested in the crown, 422
 - estates by statute merchant, *elegit*, &c. II. 55. V. 423
 - executory devises, when, *ib.* VI. 369. & n.

How reversed :

- writ of error, V. 424
 - must be brought in the king's bench, unless the error is in the process, *ib.*
 - when brought on a judgment given in a court of great session in Wales, is returnable in K. B. *ib.*
 - who may bring a writ of error, 424, 425
 - the right to bring a writ of error descends to the person to whom the lands would have gone, 425. does not pass to the crown on an attainder for treason, *ib.*
 - there ought to be a writ of *scire facias*, 426
 - what may be assigned for error, 427
 - nothing that contradicts the record, *ib.*
 - when the incapacity of a vouchee may be assigned for error, *ib.* 428
 - the parol might demur on account of the infancy of the tenant, 426, 427
 - must be brought within twenty years, 438
 - how it may be barred, *ib.*
 - not barred by a release of errors from the common vouchee, 439
- writ of deceit, for recovery of lands held in ancient demesne, *ib.*
- writ of false judgment, 440

How falsified ;

- by entry and plea, 443
- by action, *ib.*
- by action and plea, *ib.*
- by plea only, *ib.*
- by trial in ejectment, *ib.*
- by a tenant for years, *ib.*

RECOVERY—*continued.*

How falsified,

a court of equity will invalidate a recovery obtained by fraud or imposition, V. 444.—will restrain the operation of a recovery to the purposes for which it was intended, *ib.*

previously to stat. 3 & 4 Will. 4. c. 74. might operate as a discontinuance of an estate tail, I. 78

the right of suffering a recovery could not be restrained, V. 381

a covenant from a tenant in tail not to suffer a recovery was held to bind his assets, 382

a bond from a tenant in tail not to suffer a recovery was held good, II. 6

Recovery of a copyhold in the manor court, V. 477

usual mode of suffering it, 478

a tenant for life of a copyhold did not forfeit his estate by suffering a recovery, *ib.*

a recovery upon a plaint in the nature of a real action was a discontinuance, and took away the entry of the heir in tail, *ib.*

how reversed, 242. 440, 441

a custom of barring the entails of copyholds by recovery was good, 481

Recoveries of customary freeholds, 478

how a recovery of ancient demesne lands might be reversed, 439

deed to lead the uses of a recovery, IV. 120

deed to declare the uses of a recovery, 125

to what uses a recovery enured where there was no declaration, I. 378

abolition of, 79. 92, 93

RECTORY, meaning of the word, and its force in a writ of covenant, V. 134

REDDENDUM OF A DEED, IV. 26

of what thing, by what words, and to whom made, 352

REDEMPTION, Equity of. See *Mortgage*.

RE-ENTRY,

Condition for, by lessor, if tenant for years alien is good, II. 7.

See *Condition*.

REGISTER ACTS. See *Deed*.

statutes, judgments, and recognizances must in some places be registered, II. 45, 46

a will may be registered, VI. 9, 10

RELATION,

the different parts and ceremonies of a conveyance relate to each other, V. 461

a judgment in a recovery relates to the return day of the writ, 320

RELATION—continued.

the admittance of a copyholder relates to the surrender, V. 457
 a bargain and sale relates to the time of enrolment, IV. 103

RELEASE. See *Lease and Release, Surrender.*

origin and description of, 77
 is a conveyance of a right of possession to a person in possession, 78
 operative words, *ib.* 251
 may have effect as a surrender, 85
 of all demands, 78
 enuring by way of *mitter l'estate*, *ib.*
 enuring by way of *mitter le droit*, 79
 gives a fee simple without the word "heirs," 278, 279
 enuring by way of enlargement, 79. See *Confirmation.*
 requires the same technical words of limitation as feoffments or
 grants, 81
 there must be a privity of estate between releasor and releasee,
 79, 80, 82
 there must be a possession in the releasee, as *e. g.* releasee, if te-
 nant for years by common law demise, must have en-
 tered, 80
 enuring by way of extinguishment, 81
 what may be released and to whom, *ib.* 82
 not a bare authority nor power collateral, 82
 may operate as a grant of a reversion in order to effectuate the
 parties' intention, 250
 what words in, will pass leasehold lands, 269
 a release may be to uses, 116
 a release may contain powers, 135
 will extinguish a power, 233
 will not bar a power simply collateral, 238
 construction of, 245
 a demandant might release to the vouchee in a recovery,
 V. 312
 a release of errors from the common vouchee will not bar a writ of
 error, 438
 effect of a release of rights to a copyholder in possession, 491
 is the proper mode of conveyance between joint tenants, and severs
 the jointure, II. 382, &c.
 release of a right of common, III. 81, or of all actions after twenty
 years possession, 436
 a rent may be reserved in a release, 276
 a release of a copyhold to the lord is an extinguishment, I. 325

RELIEFS,

nature of, I. 16. 25

REMAINDER. See *Estate in possession and Expectancy. Re-
version.*

is the first kind of estate in expectancy, II. 202

REMAINDER—continued.

is an estate limited to take effect and be enjoyed after another estate is determined, II. 202

is the only freehold estate which can be created to commence in *futuro*, by conveyance operating at common law, I. 53

may be conveyed to uses, 353

is considered as in the power of tenant in tail to destroy, II. 154.
269. 339. See *infra*.

cannot in strictness be limited

after a limitation in fee, II. 202, 203. 217

after a grant of a base or qualified fee, 203

but may after an estate tail, *ib*.

may be created without the word "remainder," *ib*.

an estate which can take effect as, shall never be construed to be an executory devise or springing use, 237

now usually created by conveyances to uses, 258

joint tenancy of, 364

Vested remainder, or remainder executed,

is that by which a present interest passes to a determinate person, to take effect in possession, after a particular estate is spent, 203. 208. 225, 226

distinguished from contingent, 209

remainder to *B*. after limitation to *A*. for ninety years, if he so long live is a, 206. 211

remainder to trustees during life of tenant for ninety-nine years, if he should so long live, to take effect after his death, or other sooner determination of his estate, is a vested remainder, 211

a remainder subject to be divested under a power is vested in the first instance, IV. 146

a remainder will not be construed contingent where it can be deemed vested, II. 229. n. (*a*)

may be aliened and charged, 204

may take effect though preceding estate be defeated, 255

may be limited after an estate for life to an unborn person, IV. 350

might be divested by a fine levied by tenant for life, V. 215

but will not be divested unless there is a special provision or clear intention on the face of the instrument, II. 229. n. (*a*)

may be conveyed by

bargain and sale, IV. 100

covenant to stand seised, 107

lease and release, 115

REMAINDER—*continued*.

Contingent remainder :

a remainder is contingent when limited on an event or condition which may never happen or be performed till after determination of the preceding particular estate, and therefore can never take effect, II. 204, 205. 249

Four kinds of contingent remainders :

1. where the remainder depends entirely on the contingent determination of the particular estate, 204
2. where some uncertain event, unconnected with and collateral to the determination of the particular estate, is, by the nature of the limitation, to precede the remainder, ib. 214
3. where the remainder is limited on an event which, though certain to happen at some time, yet may not happen till after the particular estate determined, 205. 214

Exceptions to this 3d kind :

limitation to *A.* for ninety years, if he so long live with remainder to *B.* in fee after *A.*'s death, is a vested remainder, 206. 211

but such a remainder is contingent if there is any common possibility that the life shall exceed the term, 207

remainder to trustees during life of tenant for ninety-nine years, if he shall so long live, to take effect after his death, or other sooner determination of his estate, is a vested remainder, 211

4. where it is limited to a person not ascertained, or not in being at the time of making such limitation, (as *e. g.* in a settlement before marriage to the first and other sons of the parties), 205. 214

Exceptions to this 4th kind :

Rule in Shelley's case, that wherever an ancestor takes an estate of freehold, and a remainder is limited thereon, in the same conveyance to his heirs, general or special, that remainder is not contingent, but is executed in the ancestor, 208. IV. 305

previously to stat 3 & 4 Will. 4. c. 106. limitation to right heirs of grantor, I. 373, 374. II. 208, 209

the word *heir* is sometimes a *descriptio personæ*, 209

what kind of uncertainty makes a remainder contingent, 209
when a contingent remainder is said to become vested in interest, 210, and see *infra*, 249

what two sorts of contingent remainders do not vest, 214

a contingent remainder (*e. g.* limited to a person not in esse) may intervene between the particular estate and a vested remainder, (*e. g.* limited to a person in esse,) 216

REMAINDER—*continued.*

Contingent remainder :

so a subsequent remainder to a person in esse may be vested,
though the meane remainder be also limited to a person in esse,
if it depends on a contingent event, not extending to the
subsequent remainder, II. 216 and see 221

so, where the meane estates are for life or in tail, 220

two or more several contingent estates may be limited in fee in
the alternative, so as one only shall take effect, 217

after a contingent limitation in fee absolute, no estate afterwards
limited, can be vested, 220

except a contingent determinable fee, devised in trust for special
purpose, *ib.*

concurrent remainders, *ib.*

where the first contingent remainder is in fee, or where the first
of concurrent remainders becomes vested, the subsequent
remainders become void, *ib.*

a power of appointment in the first taker does not suspend subsequent
remainders, 221. IV. 146

Cases in which a condition annexed to a preceding estate or contingency
on which it is limited is considered as a condition precedent to give effect
to ulterior limitations ; *viz.* of

limitations after a preceding estate made to depend on a contingency
that never takes effect, II. 221

limitations over on a conditional contingent determination of
a preceding estate, where the preceding estate never takes
effect at all, *ib.*, 224

limitations over on the determination of a preceding estate by
contingency, which, though the preceding estate takes
effect, never happens, 221, 225

Cases where a contingency on which an estate is limited, is considered
as a condition subsequent, so as to vest the estate immediately,
subject to be defeated by the condition when it happens, 228

adverbs of time, as *when, then, &c.* only denote the period when
a remainder is to take effect in possession, not when it
shall vest, 225

Contingent event on which a contingent remainder may be limited,
must be a legal act, and not a *potentia remotissima et vana*
230, and see IV. 345

thus, a limitation to future illegitimate children is void,
II. 230

must be a common possibility, or *potentia propinqua*, and not
remota ; as death, or death without issue or coverture, *ib.*
thus, a remainder to a corporation not existing at the time,
is void, *ib.*

aliter if remainder is made during vacation of a mayoralty,
when, 231

REMAINDER—*continued*.

Contingent remainder :

Contingent event on which a contingent remainder may be limited :
must not be repugnant to any rule of law ; and an example,
II. 232

not contrariant in itself, *ib.*

it must not operate to defeat or abridge the particular estate, *ib.*
but it may to enlarge it, 239

is void, if limited to take effect on a condition which is to
defeat a preceding remainder, 236

conditional limitations, or conditions in a devise operating as
limitations of remainders, 238

estates may be enlarged on condition, in what manner, 239

Estate necessary to support a contingent remainder :

where the remainder is freehold, it must be supported by a
freehold, 241.—otherwise where it is for years, 244

a right of entry will support a contingent freehold remainder,
ib. 245

but not a right of action, 246

Qu. a remainder limited by way of use, *ib.*

it must be a present right, 245

the estate supporting, and the contingent remainder, should
be created by the same instrument, 246

what instruments are considered but one for this purpose,
246. n.

where the legal estate is in trustees as a contingent remainder,
no estate is required to support it, 247

At what time a contingent remainder should vest :

must vest during the continuance of the particular estate, 249
or at the instant when it determines, 250

posthumous children take as if born, 251

vested remainder may take effect though the preceding estate
be defeated, 255

a contingent remainder may fail as to one part and take effect
as to another, *ib.*, may take effect in some, though not in
all persons to whom limited, 256

Destroyed,

by entry of grantor and his heirs for condition broken, 234. 239

by determination of the particular estate before the contin-
gency happens, 269

by feoffment of tenant in tail, *ib.*, and by tenant for life, *ib.*

previously to 3 & 4 Will. 4. c. 74. by fine or recovery by the
particular tenant in most cases, 270

by surrender by a tenant for life of his life estate, *ib.* 271

not by innocent conveyance of the life estate, not operating by
way of surrender, 270

nor by conveyance by *cestui que* trust, *ib.*

REMAINDER—continued.**Contingent remainder :****Destroyed,**

nor by certain acts amounting to a forfeiture of an estate for life, except advantage is taken by subsequent remainderman, II. 270

by extinguishment of the particular estate, 271

by alteration in the quantity of it, *ib.*

by the descent of the reversion on the estate for life in some cases, 273

in what case a remainder which has been destroyed may be restored, 251

in regard to destruction of contingent remainders, *Qu.* if distinction between conveyances operating with and without transmutation of possession, 274, &c.

Trustees to preserve contingent remainders :

by whom invented, II. 285.

cannot be created by bargain and sale or covenant to stand seised to a stranger, and why, 286

not necessary where the legal estate is vested in trustees, and the contingent limitations are only trusts, *ib.*

nor in case of copyholds, *ib.*

Joining in a conveyance to destroy the remainders,

are guilty of a breach of trust, II. 286

remedy of remainder-man against the trustees or purchaser with notice, 287

when not punished for so doing, 288. 291, 292

sometimes directed to join in so doing, for the benefit of the parties, 290

cases in which chancery has refused to direct them to destroy remainders, 293

distinction between punishing them for joining and compelling them to join, 298

safe discretion of trustees in, *ib.* 300

are bound to preserve the land, timber, mines, &c. 301

their appointment will prevent the tenant for years joining with remainder-man to cut down timber, *ib.* 302

defects which they were intended to remedy, 306

what estate they take in point of law, and what actions they may maintain, *ib.*

cannot maintain an action for waste, 307

what estate they take, and to what remedies they are entitled in equity, *ib.*

may bring a bill for an injunction to stay waste, 309

how far chargeable in equity with a breach of trust, *ib.* 311

where limited in contingency by way of use, the inheritance, if not otherwise disposed of, remains as a qualified fee in grantor and heirs till the contingency happens, 326

REMAINDER—continued.

Contingent remainder :

where created by will, inheritance descends to the heir of devisor, II. 327

but in one case, the freehold was held to be in abeyance, 330

how far this doctrine is applicable to common law conveyances, ib. 331

of inheritance transmissible to the heirs of the grantee, if he dies before the contingency happens, 331. Exception, 332 previously to stat. 3 & 4 Will. 4. c. 74., passed by fine operating by estoppel, so as to bind the interest afterwards accruing by the contingency, 333. V. 213. VI. 425

passed at law, as by recovery, &c. before the contingency happened, II. 333

pass at law as to lands in Ireland, by stat. 4 & 5 Will. 4. c. 92. s. 22. VI. 425. & n. App. VII. 13

Qu. if by married women, under s. 77. of stat. 3 & 4 Will. 4. c. 74. App. VII. 12, 13.—and see Editor's notice respecting the case of Mary Gill, page iv.

may be assigned in equity, II. 333. VI. 425

are devisable, II. 333. VI. 26, 27. 424

limited on a copyhold, will not be destroyed by surrender, V. 463

Remainders limited by way of use ;

remainders, whether vested or contingent, may be limited by way of use as well as by common law conveyances, II. 258

if they must be supported by an actual entry, 245, 246. 260, 261.

how supported when limited by a conveyance operating by transmutation of possession, as in case of a fine, recovery, or release to uses, 258

if a *scintilla juris* or possibility of entry remains with the feoffees, in order to the executing the use by the statute, 259

must have the same particular estates of freehold to support them, as remainders passing by common law conveyances, 261

a freehold estate, taken by a resulting or implied use arising from the same deed, will support, ib.

will divest at different times in favour of persons becoming entitled before particular estate determined, 262

contingent and springing uses, ib. 263, &c. See *Uses*.

shifting uses, 264

— clauses in settlement, 266

inheritance remains in the grantor and his heirs, 326

if limited by will, descends to the heir, 327

limited by common law conveyance, does not descend, but is in abeyance, *sed qu.* 330, 331

are transmissible by descent to heirs, when, 331

REMAINDER—*continued.*

Remainders limited by way of use :

Destroyed,

when created without transmutation of possession by a conveyance which takes away the covenantor's or bargainor's right of entry, II. 274, 275

when created by transmutation of possession, by divesting the *scintilla juris* of the feoffees, 276.—but this doctrine is questionable, 227

Remainders expectant on estates tail,

may take effect at any indefinite time, IV. 349

barred by a private act of parliament, V. 8, 9

previously to stat. 3 & 4 Will. 4. c. 74. by warranty, IV. 362

and by recovery, V. 371

not barred by fine, 167, 168

Qu. Whether barred in the like case by a grant of the freehold to a copyhold tenant in tail, 483, 484

a remainder expectant on a freehold previously to stat. 3 & 4 Will. 4. c. 106., descended to the heirs of the person in whom it first vested, III. 378

descent of remainders, 378—383. See *Descent*.

an estate tail after possibility may be had in a remainder, I. 135

a remainder may be held in joint tenancy, II. 364

may be had in an advowson, III. 6

and in a dignity, 148

a rent may be granted in remainder, 292

a remainder may be created by feoffment, IV. 49

may be conveyed by bargain and sale, 100

might be limited in the concord of a fine to a person not named in the original writ, V. 81

an equitable remainder barred by fine and non-claim, 192

a remainder vested in the crown not barred by recovery, IV. 350, 351. V. 422

a remainder after a devise to a man and his heirs is void, II. 203. VI. 237

no devise is deemed executory which can be supported as a remainder, 369. 378

cross remainders, IV. 298. See *Cross Remainders*.

effect in a devise of the words *remainder and residue of all my effects*, VI. 178

effect of the word *remainder* in passing an estate in fee in a devise, 221

Remainder-men—interest and power of :

not bound by the acts, as leases, of tenants in tail, I. 87. IV. 61

not affected by attainder of tenant in tail for treason, I. 91

within the benefit of statute 19 C. 2. c. 6. as to *cestuis que vie* going abroad as well as reversioner, 102

not obliged to be admitted to copyholds where a tenant for life has been admitted, 294

REMAINDER—continued.

Remainder-men—interest and power of:

cannot enter for conditions broken, II. 33

where a remainder-man redeems a mortgage he must pay for improvements, 149

a remainder-man cannot compel a tenant in tail to pay interest on a mortgage, 154

need not be parties to the deeds under which they claim, IV. 12

how affected by fines at common law, V. 152, 153

not barred by fine, 167, 168, except on non-claim, 168

when allowed five years from the accruing of their rights to avoid a fine, 192

might make entries to avoid fines, 246

whether an estate for life will merge in an equal estate for life in remainder, VI. 474

whether a term for years will merge in a term for years in remainder, 476—478

REMITTER, III. 316. V. 293.

RENEWAL OF A LEASE,

by a trustee, is subject to the former trusts, I. 396, 397

by a mortgagee, a trust for the mortgagor, II. 87

alters the course of descent, III. 338

of copyholds, I. 302, 303

covenants for, IV. 393

RENTS,

are incorporeal hereditaments, I. 46, 47. III. 2

origin of, 271

must be certain or reducible to a certainty, 272

need not consist of money, *ib.*

must be payable yearly, though not in every successive year, *ib.*

must issue out of the thing granted, *ib.*

Rent service, *ib.*

what is, and why so called, *ib.* 297

right of distress is inseparably incident to, 273

seisin in deed of, cannot be obtained before it becomes due, 274

may be held in fee, when created prior to stat. *Quia Emptores*, 289

discharge of, 297

by eviction after the day of eviction, *ib.*

by extinguishment, *ib.*

by release, 298

by the premises being consumed by fire, 299

suspension of, 297, 298

apportionment of, 302, &c. App. VII. 1.

what rent services may be apportioned, III. 303

a rent service incident to a reversion may be apportioned by grant of a part of the reversion, 304

RENTS—*continued.*

apportionment of:

- a rent service may be apportioned,
 - by a devise to several persons, *ib.*
 - by a partial eviction of the tenant, *ib.*
 - by act of God or of law, III. 305
- when a rent service cannot be apportioned, 304

Rent charge,

- why so called, 273
- origin of, *ib.*
- is against common right, *ib.*
- Statute of Uses, *ib.*
 - may now be created either by grant or by means of, 273
- seisin in law of, when sufficient, 291
- no disseisin of, 294, 295
- when liable to dower, I. 166, 167
- cannot be devested by non-user, III. 294, 295. 453
- granted for equality of partition between coparceners, is called a rent charge of common right, 273
- in lieu of lands on an exchange, or to a widow in lieu of dower, out of lands of which she is dowable, is of the same nature, *ib.*
- is usually given as a jointure, I. 201
- clause of entry on the lands for non-payment of, III. 286
- right of entry is usually given in creation of, by operation of stat uses, 287
- grant of, will not destroy contingent uses, II. 279
- when may be granted in fee by coparcener without the word 'heirs,' IV. 278
- discharge of, III. 300, 301
- modes of exonerating a part of the lands charged without extinguishing the rent charge, 301, 302
- apportionment of, 302
- extendible on elegit, II. 52
- distress for, *ib.*
- a recovery might be suffered of a rent charge, V. 339, 340
- an entail with remainders of a rent charge might be barred by recovery, 374
- distinction between a recovery suffered of a rent charge in tail with a remainder over, and of a like rent charge without such a remainder, *ib.*

Rent seck,

- what is, III. 274

Rents of assize, or chief or quit rents, *ib.***Quit rents,**

- are deducted from the fines payable by copyholders, I. 302
- arrears of, when payable, III. 288. 295, 296

Fee-farm rent,

- is a perpetual rent reserved on a conveyance of lands in fee simple, III. 274

RENTS—continued.**Fee-farm rent,**

particular privilege of distress for, III. 285

a rent may be created by a covenant to stand seised, IV. 111

seisin of a rent, by what means given, I. 50, 51. III. 274, 275, 291. 294

a rent may be reserved,

in general only out of corporeal hereditaments, whereon grantee may distrain, III. 275⁴.

to ecclesiastical persons out of tithes, &c. by 5 Geo. 3. c. 17. ib. IV. 60

on a lease of the vesture or herbage of lands, III. 275

on the grant of an estate in remainder or reversion, ib.

to commence immediately on a lease for years granted to commence *in futuro*, ib.

out of any incorporeal hereditament, so as to bind lessee by way of contract, 276

to the king from an incorporeal hereditament, for he may distrain on any other lands of the tenant in his own possession, ib. 285

in what conveyances, as leases, &c., and how a rent may be reserved, 276

upon every conveyance which passes or enlarges an estate, ib. in a bargain and sale, ib. IV. 102

covenant to stand seised, and lease and release, III. 276

there may be several reservations of rents in the same conveyance, ib.

to what persons, 277, 278

a rent cannot be reserved out of a rent, 275

at what time payable,

if reserved generally, it is payable at the end of the year, 281 the two most usual feasts, what ib.

if so reserved, will be paid by equal portions, though not so expressed, ib.

effect of lease reserving rent payable quarterly, 282

effect of words giving further time for its payment ib.

not till the last minute of the natural day, 283

when a rent goes to the executor, and when to the heir, ib. 278

when demandable and due, 283

Remedies for recovery of rents,**distress,**

power of, given to executors, &c. 285

at common law for a rent service, ib.

on any lands of the king's tenant in his own possession, ib.

so for a fee-farm rent, ib.

by statute for rent charges and rents seck, ib.

for rent granted for owelty of partition is of common right, II. 397

RENTS—*continued.*

Remedies for recovery of rents :

the lord by escheat may distrain, III. 416

no demand of rent is necessary in cases of, 286

where equity will assist in recovering a rent, 288

actions of debt and covenant, *ib.*

must be prosecuted within six years, II. 151. n. III. 454

Clause of re-entry for non-payment of rent, 286

the profits taken by lessor after entry go in satisfaction of the rent, *ib.*

actual demand necessary before entry, *ib.*

right of entry by operation of statute of uses, 287

ejectment for non-payment (by 4 G. 2. c. 28. s. 2.), *ib.*

mortgagee of a lease will be relieved against on same terms as lessee, *ib.*

Estate which may be had in a rent and its incidents,

may be held in fee or in tail, 289

effect of recovery by tenant in tail, V. 374

may be held for life or years, III. 289

special occupancy of a rent by executors and assets in their hands, 290

are assets in the hands of the heir, if he takes as special occupant, *ib.*

an estate *pour autre vie* in a rent is devisable, *ib.*

subject to curtesy, 291, and to dower, *ib.*

may be granted in remainder after limitation for life, 292, 293

and *de novo* to commence *in futuro*, 293

but not rents *in esse*, *ib.*

and to cease for a time, and afterwards to revive, *ib.*

are within the statute of uses, 294

may be granted,

in remainder to commence after limitation for life, 292, 293

de novo to commence *in futuro*, 293

but not rents *in esse*, *ib.*

to cease for a time, and afterwards to revive, *ib.*

may be conveyed to uses which will be executed by the statute, 294

but not so as to transfer a covenant which is a collateral right, *ib.*

seisin of, 274. 291

no disseisin of, 294, 295

cannot be divested by non-user, *ib.*

receipt of rent by heir not necessary to give seisin, I. 50

how forfeited or lost, III. 295

discharge and appointment of. See *ante*.

Stat. 11 G. 2. for apportioning rent, 306. VII. App. 1

Stat. 4 & 5 Will. 4. c. 22. for apportioning rent, 2

acceptance of rent. See *Acceptance*.

refusal of a copyholder to pay rent is a forfeiture, I. 312

a mortgagee entitled to rent after notice, II. 84

RENTS—*continued.*

- tenants holding over after giving notice to quit, must pay double rent, I. 251
- a posthumous child entitled to rent, although accruing before his birth, II. 253
- rent is incident to a reversion, 337
- entailable, I. 72, 73. III. 289
- descent of to the whole blood, 350
- customary rents are within the former statute of limitations, 453. but not rents created by deed, 456
- rents *in esse* pass by bargain and sale, IV. 100. fines might be levied of them, V. 132
- rent is a sufficient consideration in a bargain and sale to raise a use to a bargainee, IV. 102. III. 276
- will pass by lease and release, IV. 115
- rent could not be reserved on a fine executed, V. 95, 96
- the entail of a rent barred by fine, 164. 228
- a fine levied by a stranger did not bar a rent in the possession of a third person, 228
- in what sense capable of disseisin, III. 295
- reserved on lease for years is not apportioned by alienation of lessee, 304
- reserved upon estates differing in quality will be apportioned upon descent, 305, 306
- Qu. whether 11 Geo. 2. c. 19. extends to leases by tenants in tail not made pursuant to enabling statute, 306
- but within stat. 4 & 5 Will. 4. c. 22. App. VII. 2
- will be apportioned on a lease of tithes, III. 309
- and on lease by tenant for life though not in conformity with his power, *ib.* 310
- there can be no discontinuance of a rent, V. 219
- are devisable, VI. 26
- the words 'all my rents' will pass real estates in a devise, 176
- corn rent, IV. 66

REPRESENTATION, right of, III. 324. See *Descent*.

REPUBLICATION OF A DEVISE, VI. 114. See *Devise*.

RESIGNATION BONDS, III. 30, 31, &c. See *Advowson*.

RESTITUTION OF BLOOD, III. 182. 325

RESULTING TRUSTS, I. 391. See *Trusts*.

RESULTING USES, I. 370. See *Uses*.

REVERSION. See *Estate in possession and expectancy, Remainder*.
 is the second kind of estate in expectancy, and why, II. 202. 334
 is the returning of land to grantor or his heirs, after grant for life or years determined, 334. 336
 or where the residue of the estate always continues in him who made the particular estate, 336

REVERSION—*continued*.

did not remain in the donor of a conditional fee before the statute
de donis, II. 335. I. 68. 69

semb. does not now remain after a grant of a qualified or base fee,
II. 335

arises by construction of law, but if limited by deed after 31 Dec.
1833., confers a remainder in fee by purchase, 336

is a vested interest, *ib.*

but a person cannot be said to be 'seised' of it, *ib.*

action for injuring the inheritance lies by reversioner, *ib.* 337

may be divested by what act of tenant for life or in tail, 337

right of entry when remains to reversioner, and when not, *ib.*

incidents to a reversion are fealty and rent, *ib.*

curtesy and dower are not incident to reversions expectant, on
estates of freehold, 338

is considered as in the power of a tenant in tail, 154. 339

may be conveyed to uses, I. 353

how taken by descent, III. 378

all particular estates merge in the reversion, except estates tail,
II. 362.

but estates tail previously to stat 3 & 4 Will. 4. c. 74. merged and
became liable to debts, when out of the protection of the
stat. *de donis*, *ib.* V. 168

Expectant on a term for years,

begins to exist on the entry of lessee, I. 225. 237, 238. II. 335

why termed expectant, 334

is present assets for payment of debts, 338. IV. 93

is subject to curtesy and dower, I. 141. 149. 162. II. 338.

may be extended on statute, &c., or taken by *elegit*, II. 51

Expectant on an estate for life,

is *quasi* assets, *ib.* 338. IV. 93

may be extended on statute, &c., or taken by *elegit*, II. 51

Expectant on an estate tail,

is not forfeited by attainder for treason of tenant in tail, I. 90

is assets when it comes into possession, II. 339. 357. IV. 93

is assets when in possession for the payment of debts, though
divided away, II. 340

liable to debts of settlor, 339

but *semb.* not to debts of an intermediate tenant for life, who was
entitled to the reversion in fee, 356—359

bound by the judgments, statutes, and recognizances of all those
who were at any time entitled to it, whenever it comes
into possession, 359

and also to their leases and covenants therein, at the like time, 360

estates tail do not merge in the reversion, I. 75. II. 362.; ex-
ception, previously to stat. 3 & 4 Will. 4. c. 74. s. 39.
V. 168

REVERSION—continued.

- may be had in an advowson, III. 6.
- and in certain offices, 101
- descent of reversions, 340, 341. *See Descent.*
- a reversion, of which the right is vested, may be conveyed
 - by bargain and sale, IV. 100
 - by covenant to stand seised, 107
 - and by lease and release, 115
- when leases under a power are said to be in reversion, 164—167
- a reversion allowed to pass by a release, by way of grant to effectuate the intention of the parties, 250
- an equitable reversion barred by fine and non-claim, V. 192
- a fine sometimes let in a reversion, 168. and made it liable to prior incumbrances, 214
- might be devested by a fine levied by a tenant for life, 215
- barred by a recovery, 371. unless it be vested in the crown, IV. 351. V. 422
- a devise of a reversion is good, VI. 384., unless as against creditors, 8
- by what words a reversion passes in a devise, 194, 195. *See Devise.*
- effect of the word *reversion* in giving a fee simple in a devise, 221
- Reversioners, interest and power of,
 - not bound by leases made by tenants in tail, I. 87. IV. 61
 - not affected by attainder of tenant in tail for treason, I. 90
 - may enter for condition broken, when, II. 33, 34. Qu.
 - may bring actions for injuries done to the inheritance, 336, 337
- heir to, how shall take, 357
- how affected by fines at common law, V. 152, 153
- not barred by fine except on non claim, 167, 168
- allowed five years from the accruing of their right, to claim against a fine, 192
- may make entries to avoid fines, 246

REVOCATION,

- a presentation to a living may be revoked, III. 12
- a use might have been revoked before the statute of uses, I. 343
- of devises. *See Devise.*
- powers of revocation and appointment. *See Powers.*
- conveyance reserving power of, IV. 431, &c.
- power to mortgage estate to any amount is in fact a power of, 432
- so a power to lease for any number of years with or without rent, ib.

RIGHT,

- of action. *See Action.*
- of entry. *See Entry.*
- of possession, III. 313

RIGHT—*continued.*

of property, III. 314
 meaning of the words "put to a right," V. 225

RIVERS. See *Navigation.*

weirs across, III. 263

RULE IN SHELLEY'S CASE, II. 208. IV. 304

origin and nature of, as applied in the construction of deeds, ib.
 stated, ib.
 is the same where the ancestor takes a freehold estate by implication, 307
 how mediate limitations are vested, 305
 joint and several limitations, when make an estate tail executed in grantees, and when not, 308—310
 both estates must be limited by the same instrument, 310, and be of the same nature, as both legal or both equitable, 312
 is not extended to the words *son* or *sons*, *child* or *children*, but only to limitations, using the word *heirs*, ib.
 not to the word *heir*, in the singular number, with words of limitation superadded, ib.
 nor to marriage articles, which are considered as executory, and to be construed according to the intention of the parties, 313. See *Articles.*
 applies to estates *pour autre vie*, 325. VI. 290
 was not formerly applied in the construction of assignment of terms for years, IV. 325, but is now, 327, unless a contrary intention appear, 328
 applied to construction of surrenders of copyholds, V. 468
 applied in construing devises, VI. 275
 in devises of legal estates, ib., although the limitation to the heirs be only mediate, 277, and although the estate for life arise by implication, 279
 applied when the word *heir* is used in the singular number, 280
 and where there are words of limitation superadded to the word *heirs*, 281
 or words of modification, 283
 superadded words may sometimes control the word *heirs*, and make it a word of purchase, IV. 328. VI. 283
 applied to devises of trust estates, 284, where the court of chancery is called upon to direct a conveyance to be made under a will, the construction is different, 289. 306, 307
 applied to devises of copyholds, 289
 and to devises of terms for years, 290
 cases in which the rule does not apply,
 where the limitation is to *sons* or *children*, 290
 where explanatory words are added to the word *heirs*, 291

RULE IN SHELLEY'S CASE—continued.

- applied in construing devises,
 - where words of limitation are added to the word *heir* in the singular number, VI. 295
 - where the word *heirs* is controlled by subsequent words, limiting an estate of a particular nature, *ib.*
 - where the remainder is to the *heir* for life, 296
 - exception, *ib. n.*
 - where the word *issue* is used with words of limitation, 297, unless the general intent require a different construction, 298, 299
 - where an executory trust is created and a conveyance directed, 306, 307
 - where the estate given to the ancestor differs in quality from that given to the heir, 312
- case of Perrin and Blake, 313
- remarks on the application of the rule, 325

S.

SAINTFOIN titheable, III. 41

SALE, power of. See *Agreement*.

- by what words created in a devise, VI. 360
- why powers of sale and exchange are given in modern settlements to trustees, IV. 432

SALIC LAW,

- antiquity of, I. 2

SCINTILLA JURIS, or possibility of entry, II. 259, 260

- which remains in a feoffee to uses after the use is executed by the statute of uses, 260. 276. 282. 305
- which enabled a tenant in tail, after levying a fine, to bar the remainders and reversion by a recovery, V. 373.
- whether an attainted tenant in tail had such a *scintilla juris* as would enable him to suffer a recovery, *ib.* 374
- observations on, II. 282

SCIRE FACIAS,

- necessary to revive a judgment where no execution issued for a year and day after its entry, II. 49
- ad rehabendum terram*, 60
- determination of estates by statutes merchant or staple and *elegit*, by, 60—62

SEALING.

- necessary to the validity of a deed, IV. 27
- whether sealing a will is a sufficient signing within the statute of frauds, VI. 48

SECONDARY OR SHIFTING USES, II. 264. See *Uses*.

SEIGNIORY, I. 17. III. 403

when suspended, I. 258, 259

might have been forfeited, I. 17. See *Feud, Lord and Vassal*.

may be in right of a manor or in gross, 33—35

the latter may be extinguished and extended, 34

SEISIN. See *Livery of Seisin*.

possession of a feud, on completion of investiture, was called,
49

defined by Lord Mansfield in the case of *Taylor v. Horde*,
V. 303

seisin in deed and in law, I. 49, 50

acquiring by entry, 50

seisin in law may be defeated by abatement, viz. entry of a stran-
ger claimant, 51

a wife must be seised to entitle her husband to curtesy, 140, 141

and a husband to entitle his wife to dower, 156

there can be no seisin of an estate for years, 224

for seisin can only be of a freehold, 49. 350. 390. 406

the word extends to being seised in equity, as *e. g.* of a trust
estate, 406

seisin required by statutes of limitation as to writs of right and
avowries, III. 432

in a conveyance to uses the grantor must be seised, I. 353

what kind of seisin may be had in a remainder or reversion, III.
382. II. 336

seisin of cognizee of statute merchant or staple, &c. 40

how seisin may be had of an advowson, III. 6

the seisin of one joint tenant, previously to the 31st Dec. 1833,
enured to all, II. 369. 377. III. 437. V. 227

of one coparcener enured to all, II. 392. III. 437. V. 227

of one tenant in common enured to all, II. 402. III. 345. 437.
V. 227

how it may be had in a rent, III. 274

what seisin of an ancestor will enable an heir to claim through him,
328. 344

when seisin must be acquired by entry, 344

a ward may have seisin by the possession of his guardian, I. 50.
III. 345. 349

seisin necessary to make a *possessio fratris* previous to the 31st
Dec. 1833, 342

in the case of a trust, 350

in the case of a remainder or reversion, 380, 381

in the case of a copyhold, 390, 391

in a bargain and sale the bargainor need not always be seised,
IV. 100

SEISIN—continued.

- necessary to support a fine, what, V. 120—126
- necessary in a testator, VI. 31—33
- exceptions, *ib.* 34

SEISINEE TO USES, VI. 489. See *Feoffee, Grantee, Releasee.*

SERJEANTY,

- tenure by grand, I. 27
- tenure by petit, 36, 37. 41
- how affected by stat. 12 Car. 2. c. 24. 29

SERVICES. See *Suit of Court, Heriot, Rent.*

- certain services not within the statutes of limitation, III. 456
- of which a recovery could not be suffered, V. 340

SETTLEMENTS. See *Articles, Marriage.*

- when the practice begun, IV. 149
- history of, as occasioned by the rules against perpetuities, 332
- modern mode of making, 333, of raising uses in, 131, and of creating estates tail in, 285
- of estates for life are good, though they are not entailable, 333
- so of terms for years, 334
 - usual mode of making settlements of terms for years, 336
- powers have taken the place of conditions in, 134
- powers of revocation, sale, and exchange, are always reserved to trustees in, and why, 432. 179—187
- amending mistake in, 248. 323, 324
- contingent remainder in, II. 206. 212
- remainders in are sometimes directed to be destroyed, 290
- children are purchasers under, IV. 292. 313
- rectifying, where expressed to be made pursuant to articles, 323, 324
- if made by persons indebted at the time, are bad against creditors, 426
- made before and in consideration of intended marriage,
 - distinction between conveyance before and in consideration of marriage, and a conveyance made afterwards to a wife or children, IV. 436, 437
 - are good within 13 and 27 Eliz. against creditors and subsequent purchasers, 436
 - though without a portion, for marriage itself is a valuable consideration, 24. 292. 434. 438. I. 203
 - though the settlor was indebted at the time, IV. 438
 - how far the consideration of marriage extends, 442
 - by a widow on her children by her first husband, before marrying a second, is good, only founded on moral consideration, 443
- made after marriage in favour of a wife and children are good, if settlor is not indebted at the time, 427
 - but not against subsequent purchasers for valuable considerations, 428

SETTLEMENTS—*continued.*

- made after marriage in favour of a wife, &c.
 - though with notice, IV. 428. 430, 431
 - except where made in pursuance of agreement made before marriage, or in consideration of an additional portion, 437
 - but settlor will not be assisted in equity to disturb the settlement, 431
 - when wife joins with husband to destroy a settlement made previous to her marriage, a new and better settlement will be good, 438

SEVERALTY, holding estates in, II. 363

Shelley's Case. See Rule in.

SHERIFF OF A COUNTY,

- offices in his gift, III. 94
- duty of, as to assigning dower, I. 170, 171

SHIFTING USES, II. 264. See *Uses*.**SIGNING**,

- whether essential to a deed, IV. 27
- of wills, VI. 47
- requisite to a revocation of a devise by declaration in writing, 80

SIMONY, III. 23. See *Advowson*.**SIMPLE CONTRACT DEBTS**. See *Debts*.**SOCAGE**,

- tenure, I. 35
- derivation of the word, ib.
- villein socage, 43
- changes in, by stat. 12 Car. 2., 41
- guardian in. See *Guardian*.
- all freehold estates must now be held in, 49

SONS,

- limitations to, IV. 285
- a good description in a devise, VI. 169
- effect of this word in creating an entail in a devise, 239, 240
- the rule in Shelley's case does not apply to this word in a devise, 290

SPECIAL OCCUPANT, I. 111. See *Occupancy*.**SPECIAL TAIL**. See *Estate Tail*.**SPECIALTY DEBTS**. See *Debts*.**SPRINGING USES**, II. 263. See *Uses*.**STAMPS OF DEEDS**, IV. 25**STAPLE**,

- statute of the. See *Estate by Statute Merchant*, &c.

STATUTES. See *Table*, Vol. VII.**STEWARD OF A MANOR**,

- may grant copyholds, I. 271
- may take surrenders, V. 449

STUBBLE,

not titheable, III. 40

SUBINFEUDATION,

what, I. 13. IV. 5

taken away,

in France, I. 13

in England, by stat. *quia emptores*, A. D. 1290, 22

mesne tenures, viz. tenures not in *capite* occasioned by, 21

subinfeudations previous to reign of Ed. I., beginning Nov. 16, 1272, confined, 22

assignment of dower is a species of, out of the stat. *quia emptores*, 165

SUBPŒNA IN CHANCERY,

its origin, I. 333. 339

lord of a manor may be compelled to admit his copyholder by, V. 457

SUFFERANCE. See *Estate at Sufferance*.**SUIT OF COURT,**

incident to copyhold tenures, I. 280

withdrawing, is punishable by fine, 310, 311

refusal to do, incurs forfeiture, 311

SURRENDER. See *Merger, Release, Alienation by Custom*.

is the falling of a less estate, as for life or years, into the greater immediate estate in reversion or remainder, IV. 84

is a conveyance at common law, and immediately devests the estate out of surrenderor, and vests it in surrenderee, ib. 45

surrender of original lease does not affect an underlease, 84

technical words of, 85

good without technical words or livery of seisin, ib.

must be by deed or note in writing, signed by the surrenderor or his agent, ib.

and cancelling a lease is not a sufficient, ib. 86

Who may surrender :

all persons capable of alienating lands, 86

infants, lunatics, or *femes covert*, ib.

surrenderor must be in possession, ib.

surrenderee must have a greater estate immediately in remainder or reversion, ib.

privity of estate must exist between surrenderor and surrenderee, 87

estate at will is not surrenderable, ib.

of an estate for years, occasions a merger in the reversion for years, ib. VI. 476

and the number of years of the reversion is not material, ib.

of a copyhold to the use of the lord, causes an extinguishment, I. 324

SURRENDER—*continued.*

- of a lease to one joint tenant enures to all, II. 377
- a franchise may be surrendered, III. 267
- a dignity cannot be surrendered, 153, 154
- surrender and admittance of copyholders, V. 448. 454. See *Alienation by Custom.*
- to make a tenant to the præcipe. See *Recovery.*
- implied surrender, what, VI. 468

SUSPENSION. See *Merger.*

T.**TENANCY IN COMMON,**

- is, where two or more hold lands or tenements in fee-simple, or tail, for life or years, by several titles, and occupy the same in common, II. 399
- how created, *ib.* IV. 292
- incidents to this estate, II. 400
- subject to curtesy, 408. I. 147
- and to dower, 162. II. 409
- may be held by prescription, III. 425
- by what words created in a deed, IV. 292
- by what words in a devise, VI. 336
- two persons may be made joint tenants for their lives, and tenants in common of the inheritance, II. 365
- may be extended, 54
- destroyed by partition, 410
 - voluntary partition, *ib.*
 - must be by deed or agreement in writing, since stat. frauds, *ib.*
 - writ of partition, *ib.*
 - partition in chancery, 411
 - every part of the estate need not be divided, *ib.*
 - respite, where one of the parties is an infant, 412
 - partition under inclosure act, 413, 414
 - uniting all the titles in one tenant by purchase, &c. 414
 - partition of advowson, how made, III. 18
 - nature of deed of partition, IV. 77
 - a partition does not revoke a devise, VI. 107, 108
- Tenants in common, their interest and power ;
 - have a reciprocal action for waste and account, II. 400
 - the possession and seisin of one, previously to stat. 3 & 4 Will. 4. c. 27., was the possession and seisin of all, 402. III. 345. 437. V. 227.
 - a perception of profits by one tenant does not amount to an expulsion of another, II. 402
 - when the entry of one, is the entry of all, *ib.*
 - the entry of one to avoid a fine enured to all, V. 246

TENANCY IN COMMON—*continued*.

Tenants in common, their interest and power :

lease by, on condition rendering rent, how considered several,
III. 277

one could not be disseised by the other, except by an actual or
presumable ouster, II. 403. V. 227.—but not if fraud
is evident, II. 406—408

thirty-six years' uninterrupted possession by one, held ground to
presume an actual ouster, 403

what acts will and will not divest the possession of a tenant in
common, 402, 403

in case of an advowson, all must present, III. 18

may enfeoff each other of their shares, IV. 50. 79.—but can-
not release to each other, 79

may make leases jointly or severally, 68

might levy fines, V. 119

TENANT TO THE PRÆCIPE. See *Recovery*.

TENANT RIGHT, customary estates called, I. 299. 326

TENEMENT,

origin of, 19

meaning of the word, 45. IV. 268

what passes in a deed by this word, 268

this word not a sufficient description in a fine, V. 137

liberum tenementum includes not only land, but rents common s
offices, &c. IV. 268

TENENDUM OF A DEED, 26

TENURES. See *Allodium* ; *Feuds*.

origin of, I. 19. 48

division of, into free and base, certain and uncertain, 20, 21. 42

Ancient English tenures :

in *capite* of the king, 21, 22

ut de coronâ, 21

in gross (strictly, in *capite*) of the person of a subject, or
manors, 22. 33

abolished by stat. *quia emptores terrarum*, 18 Ed. 1.
c. 1., 22

as to tenures of the king's tenants in *capite*, by 17 Ed. 2.
c. 6. and 34 Ed. 3. c. 15., ib.

by grand serjeanty, 27. III. 93

by knight's service, I. 22

incidents to, as escuage, homage, fealty, 23, 24
distinguished from escuage, 23

fruits of, as

aids, 24, reliefs, 25

primer seisin, ib.

wardship, 26

marriage, ib.

TENURES—*continued.*

Ancient English tenures :

- military tenures abolished by 12 Car. 2. c. 24., 28
- thus all tenures, except frankalmoign, copyhold, and the honorary services of grand serjeanty, were reduced to free socage, 29

Modern English tenures :

- in free or common socage, 35
 - petit serjeanty, *ib.* 41
 - burgage, 36
 - ancient demesne, *ib.* 37
 - gavelkind, 38, 39
- incidents to these tenures ; as seignior, rent or service, homage, fealty, suit of court, aids, reliefs, primer seisin, wardship, fines for alienation, forfeiture for treason and felony, and escheat, (except gavelkind), 39, 40
- in villein socage, free copyhold, or customary freehold, 43, and see 255—259.
- changes in socage tenure, by 12 C. 2. c. 24., 41
- all freehold estates must now be held in socage, 49
- in villenage :
 - distinguished from free tenure, how, 48
 - by copy of court roll, or admissions to hold as,
 - common copyholders at will of the lord, 42, 43
 - free copyholders, or customary freeholders, holding according to the custom of the manor, 43, and see 255—259
 - not affected by 12 Car. 2. c. 24., *ib.*
- in frankalmoign, or free alms :
 - origin of, 44
 - not affected by 12 C. 2. c. 24., *ib.*
 - parochial clergy, &c. hold lands by, *ib.*
 - king only (since *quia emptores*) can give land to be held in, *ib.*
- no new tenure can be erected since stat. *quia emptores*, except by statute, V. 16
 - tenure *per baroniam*, III. 123
 - dignities by tenure, 124
 - advowsons lie in tenure, 5
 - nothing which does not lie in tenure can escheat, 401, 402

TERM,

- considered in law as one day, II. 43. V. 89. 320, 321

TERM FOR YEARS. *See Estate for Years, Outstanding Term, Trusts.*

TERRETENANT,

- must assign dower, though a disseisor or intruder, &c. I. 169
- execution against, under statute staple, II. 47

TEST ACT, 25 C. 2. c. 2., III. 108

TESTAMENT, distinguished from a devise, VI. 6

TESTATOR,

must in general be seised of the lands devised at the time of the devise, 31

must die seised of the lands devised, 33

TIMBER,

growing, is parcel of the inheritance, and the severance is not favoured by law, I. 55

does not go to executor as emblements, 106

may be cut by a tenant in tail, 74.—but not by a tenant for life or years, 105. 116. 230

what trees are considered timber, 116, 117. III. 42

belongs to the person entitled to the inheritance, I. 115, 116. 122

so when severed, 126, 127

may be felled by order of chancery on estate of tenant for life, to pay debts charged on the inheritance, 125

lessor may enter land to fell, when excepted in the lease, 116

when and for whose benefit timber in a state of decay may be cut down, 126

timber growing on a copyhold belongs to the lord, 281, 282

in what case a copyholder may cut timber, 282

trustees to preserve contingent remainders, are bound to take care of timber, II. 301

not titheable, III. 41

produce of, cut on glebe lands, how may be applied, I. 132

TITHES,

are incorporeal hereditaments, III. 2. 38

origin and nature of, 37

consist merely *in jure* and are only a right, 38

release of all demands in lands does not operate as a discharge of, *ib.*

are *prædial*, personal, or mixed, *ib.* 39

are great and small, according to the nature of the vegetable, 39

how and when due, *ib.*

due by common right or custom, *ib.*

Of what things *prædial* tithes are due :

corn, and sometimes its rakings, 40

but not stubble, *ib.*

every species of grain, as pease, beans, &c. *ib.*

not clover, vetches, or grass, cut green and given to cattle employed in husbandry, 41

hay, 40, 41

clover, saint-foin, and rye grass, considered as hay, 41

so is a second crop of clover, *ib.*

Qu. aftermath, *ib.*

underwood, *ib.*

TITHES—*continued.*

Of what things prædial tithes are due :

- trees not usually employed as timber, III. 42, 43
- fruit trees, 42
- wood growing from old roots or stools of timber, 42, 43
- but not lops or tops of timber trees, 43
- hemp, flax, madder, hops, turnips, *ib.*
- garden herbs and fruits, but not hot-house plants, 44
- agistment tithe, *ib.*

Mixed tithes are due of

- the young of cattle, 45
- wool, milk, and cheese, *ib.*

Personal tithes are due of what things, *ib.*

what things are not titheable, *ib.* 46

to whom tithes are payable, 46

- rectors, parsons, or vicars, *ib.*
- portionists, 47
- the king for extra-parochial lands, 48
- lords of manors, *ib.*
- lay impropiators, *ib.*

rectorial and vicarial tithes, 46

lay impropriations, 48

are temporal inheritances, 49

are assets, *ib.*

are liable to dower and curtesy, *ib.* I. 148. 163

may be held in fee, in tail, for life, or years, III. 49

and in joint-tenancy, coparcenary, or in common, *ib.*

a partition may be obtained by bill in chancery, *ib.*

may be aliened, and are within the statute of uses, under the word *hereditaments*, *ib.*

may be granted by copy of court roll, Qu. I. 265

descended to the whole blood only, previous to stat. 3 & 4 Will. 4.

c. 106. III. 350

what seisin made a *possessio fratris*, *ib.*

are not within the old statutes of limitation, 455

but are within the recent statutes of limitation, 454, 455

pass by,

bargain and sale, IV. 100

covenant to stand seised, 107., see I. 341

lease and release, IV. 115

may be leased, 60

finer might be levied of them, V. 133

by what words they passed in fines, 134

could not be discontinued by tenant in tail, 219

recoveries might be suffered of them when in the hands of lay persons, 340

are devisable under the general word "*hereditaments*," in the statute of wills, VI. 26

TITHES—*continued.*

Exemption from tithes:

- a real composition, III. 50
 - to be good, must have been made before the 13 Eliz., ib.
 - and the deed by which it was made, must have been shown or proved to have existed, ib. 51
- a *modus decimandi*, 51
- a prescription *de non decimando*, 52
- what length of time will support, 51. n.
- in what cases good, 53
- what orders were exempt from paying tithes, ib.
- may be annexed to lands in the possession of lay persons, ib.
- previously to stat. 2 & 3 Will. 4. c. 100. not good against the church without showing the ground of exemption, 49, 50
- nor against lay impropiators, 55, 56, 57
- act of parliament, 54, 55
- non-payment of tithes could not, previously to the late statute, be pleaded against a spiritual person or a layman, 49, 50. 57
- long possession of a portion of tithes creates a title, 58. 63
- distinction between a prescription *de non decimando*, and a claim to a portion of tithes, 60
- Lease of tithes is good, and the rent reserved is recoverable in debt, 275

TITLE. See *Dignity.*TITLE DEEDS. See *Charters.*

- are heir looms, I. 46
- a tenant in tail has a right to them, 75
- right of tenant for life to, 107, 108
- depositing in court, for security of reversioner, 107 and n.
- custody of, as between trustee and *cestui que trust*, 108 n.
- deposit of, as security for money advanced, creates equitable mortgage, II. 69
- a jointress not bound to deliver them up, I. 206
- detinue of, is a bar of dower, 176
- where possession of title deeds will give priority to a second mortgagee, II. 163, &c.
- the custody of the title deeds of a term for years, with a declaration of trust, is equivalent to an assigment, 186
- clause respecting title deeds, IV. 271
- in what cases a grantor may keep them, ib.
- covenants for producing them, 392
- Q. whether they belong to a releasee to uses, or to the *cestui que use*, 117. 271
- inspecting, by heir in tail disinherited by recovery, V. 382
- effect of possession of, by puisne incumbrancer, II. 193

TITLE TO REAL PROPERTY,

description of a title, III. 311

what constitutes a complete, 315

bare possession or actual occupation of the estate, 312

entry when necessary to avoid, *ib.* I. 50

effect of entry or continual claim by heir or disseisee, in order to avoid such a title, previously to stat. 3 & 4 Will. 4.

c. 27. was to give them an actual seisin in deed of the lands, III. 312

right of possession,

may exist in one, while the actual possession is in another, 313

may be exerted by entry, *ib.*descent to heir of disseisor, abator, or intruder, previously to the late statute, tolled the entry of disseisee, &c. and why, *ib.*but not if the person having the right of entry was under legal disability, *ib.*is apparent or actual, *ib.*, 314

right of property without either possession or the right of possession, 314

discontinuance of estates, *ib.*, 315

remitter, 316

modes of acquiring, are by descent and purchase, 317

may be deduced through an alien. See *Descent*.**TOLL,**

right of taking it usually annexed to fairs or markets, III. 265

TOLLING ENTRY, I. 50**TOWNS CORPORATE.**

Courts of, fines might be levied in them, V. 105, 106

TREASON,high and petit, attainder for. See *Attainder*.forfeiture for. See *Estate in Fee Simple, Estate Tail, Uses, Trusts*.

right of entry of issue in tail lost by attainder for, I. 91

TREASURE TROVE, III. 257, 260**TREES. See Timber.****TRESPASS, Action of,**

may be maintained

by a lessee against a lessor for cutting trees, when, I. 116

by a landlord against the grantee of a tenant at will, 244

by a lessor against a tenant at will for voluntary waste, *ib.*

by a copyholder against his lord for ouster, 254

by lessor against heir of tenant at will, when, 242

TROVER, Action of,

may be maintained by a tenant in tail in remainder against a tenant for life, for timber felled, I. 123. II. 314

TRUSTS,

- origin of trusts, I. 381
- are in fact uses not executed by stat. 27 Hen. 8., ib., 405, III. 402
- are considered between *cestui que trust* and trustee, as the ownership, and as legal estates, I. 406
- the word *trust* was originally synonymous with *use*, and they are both mentioned in the statute, 381. 385. III. 414
- description of a trust estate, I. 381
- permanency of the profits, execution of such conveyances as *cestui que trust* shall direct, and defence of the title, are the great properties of a trust, 448
- are created in three direct modes :
 - 1st, where a use is limited upon a use, 381
 - 2d, on a limitation to trustees to pay over the rents and profits to a third person, 384
 - distinction between a limitation in a devise to trustees to pay over to, and limitation to trustees to permit and suffer a third person to receive the rents and profits, ib. 385
 - a limitation requiring a seisin in the trustees, 387, 388. Exception, 389
 - a limitation in trust for the separate use of a married woman, 385
 - Qu. whether restraint on alienation during coverture may be dispensed with by stat. 3 & 4 Will. 4. c. 74. s. 77. App. VII. 15
 - a limitation by devise or deed in trust to sell or to raise money, I. 386
 - a trust estate limited after payment of debts vests immediately, 389
 - 3d, a limitation of a term for years in trust, 389, 390
- How declared in writing within the statute of frauds, 390
 - what written evidence will suffice, ib.
- Trusts result or are implied, 391, on
 - a contract for the purchase of a real estate, ib.
 - a purchase in the name of a stranger, ib., 392
 - a purchase with trust money, 392, 393
 - a conveyance to a stranger without consideration, 394
 - voluntary settlements and wills, ib.
 - settlement for valuable consideration, and for benefit of a family, ib.
 - a trust declared in part, 395
 - or which cannot take effect, ib. Exception, ib.
 - where no appointment is made, 396
 - a renewal of a lease,
 - by a trustee, ib.
 - by a person having a particular estate only, 397
 - by a mortgagee, II. 87
 - on fraud shown, I. 397
 - on surrender and renewal of copyhold, ib.

TRUSTS—*continued.*

Trusts result or are implied,

may be rebutted by parol evidence, I. 392

are saved by the statute of frauds, 391, 392

Trusts do not result on

purchase by a father in the name of his child, for it is an advancement; exceptions, 398. 400

or in his own name and that of his child, 400

or purchase in the name of a wife, 402

between a lessor and a lessee, 403

but may between an assignor and assignee of leasehold, *ib.*

Of copyholds, 397

bound the lord upon the death of trustee without heir, 390

not subject to freebench, 410

nor to dower, 409

a trustee to sell need not be admitted, 297

are devisable without surrender, VI. 40

entails of, not barred by will, 41

devises of, not within statute of frauds, 69

distinction between trusts executed and trusts executory, I. 403

when sufficiently created, will fasten on the estate, 404

but will not prejudice a purchaser for valuable consideration without notice, *ib.*

are equivalent to the legal ownership, 405

trust estates are governed in equity by rules of law applying to legal estates, 406, 408

disseisin allowed on a trust estate as well as on a legal one, 406

confidence in the trustee is necessary, *ib.*

but not privity of estate, *ib.*, and see 339

are alienable in writing, 406, 407

effect of conveyance by *cestui que trust*, 407

are descendible as legal estates, *ib.* III. 339. 350

are devisable, I. 407. VI. 23

by will executed according to the statute of frauds, 67

may be entailed within the statute *de donis*, I. 407

entail of, could previously to stat. 3 & 4 Will. 4. c. 74. only be barred by fine or recovery, *ib.*

may be limited for life, *ib.*

are subject to curtesy, *ib.* 147. 442

though made for sole and separate use of married women, 408.

and this curtesy is not barred by an outstanding term, 442

but previously to stat. 3 & 4 Will. 4. c. 105. not to dower, 164. 409, or freebench, 410, 411

or though the trust estate descends or comes to the husband from another person, 410

but if fraudulently made would not bar dower, 411. 437. IV. 416

a trust is a good equitable jointure, I. 190

forfeitable under 21 Ric. 2. c. 3. and 33 Hen. 8. c. 20.—for treason, 342. 411, 412

TRUSTS—*continued.*

- but not for felony, I. 412
- a trust does not escheat to crown on death of *cestui que trust* without heirs, but goes to trustees, *ib.* III. 402
- but previously to stat. 4 & 5 Will. 4. c. 23. escheated on the death of a trustee without heirs, I. 448. III. 417. App. VII. 4
- subject to the trusts under which trustee held, where, I. 390
- liable, under 13 Eliz. c. 4. to crown debts, 412, 413
- and to all other debts, 413
- may be extended by *elegit*, II. 53
- and taken in execution, I. 413. Exception, *ib.*
- are legal and not equitable assets, though equity resorted to, in order to reduce them into possession, *ib.*
- merge in the legal estate if both the equitable and legal estates are co-extensive, *ib.* 414
- where a legal estate in a trustee is a bar in ejectment by *cestui que trust*, 414. 442, 443
- or entitles trustee to bring ejectment against *cestui que trust*, *ib.*
- where a reconveyance by trustee to *cestui que trust* will be presumed, 415
- are not liable to incumbrances of a trustee, 447
- how far may be prejudiced by trustee, 449, 450
- in what cases a purchaser of a trust estate is bound to see to the application of his money, 450. See *Purchaser.*
- where not bound, 451
- when the receipt of the trustee is sufficient, 453
- notice of a trust will make a purchaser a trustee, 450
- in what sense said not to be within the statute of limitations, III. 460
- an equity of redemption similar to a trust, II. 93
- entails of trusts might be barred by fine, V. 179, 180
- effect of a fine levied by a *cestui que trust*, 180
- are within the stat. 11 Hen. 7. for preventing jointresses from levying fines, or suffering recoveries, 410
- might be barred by recovery, 384
- a recovery of a trust would not affect a legal estate, 388
- may be devised, VI. 23
- devises of trusts are within the statute of frauds, 67
- where in a devise words of advice or desire will raise a trust in equity, 161
- by what, and when by general words the estate of a trustee will pass in a devise, 202—204
- rule in Shelley's case applied to devises of trusts, 284
- declarations of trust. See *Declarations.*
- trusts of accumulation. See *Accumulation.*
- Trust terms for years in general :
 - where an unsatisfied outstanding term for years will bar an ejectment, I. 442. &c.
 - where a surrender by the trustees to the beneficial owner will be presumed, 443, 444

TRUSTS—*continued.*

Trust terms for years in general :

- terms in gross, what, I. 417
 - how alienated and devised, *ib.*
 - are not legal but equitable assets, 418
 - by what rules governed, and how may be settled, *ib.*
 - when a term is in gross, 423, &c.
 - when trust of, declared generally, VI. 230
 - all terms are at law considered as, I. 439

Terms attendant on the inheritance :

- origin of, 418
- distinguished from terms in gross, *ib.*
- by what rules governed, *ib.*
- how become attendant, 419—422
- when a term is in gross and not attendant, 423
- may become terms in gross, 425
- are part of the inheritance, and follow its alienation, descent, entail, and limitation over, 425, 426
- only pass by a will executed so as to pass real estates, 426. VI. 67
- are real assets in the hands of the heir, I. 426
- unless the inheritance is in trustees, and a person having a term attendant dies indebted, *ib.*
- are not forfeited for felony, *ib.*
- protect what purchaser from mesne incumbrances, *ib.* 427, 428
 - if after purchase for valuable consideration and without notice, he procures the satisfied outstanding term, to be assigned to a trustee for him, 428.
 - except the term is vested in a trustee on an express trust of which the purchaser has notice, *ib.* 429
- will not protect purchaser against a crown debt, 429. IV. 421
- will protect a purchaser from dower, if actually assigned to a trustee for him, I. 429. 439.—but not an heir at law, 441.—nor assignees of a bankrupt, 442
- will be set aside in favour of jointresses, 205. 442.—and tenants by the curtesy, 147. 442
- how far a declaration of trust of a term is equivalent to an assignment, II. 186
- are not a bar to jointure or curtesy, I. 147. 205. 442
- will protect and give priority to a puisne mortgagee, II. 174, 175
- where a term attendant will enable a puisne mortgagee to maintain an ejectment, *ib.*
- a lord by escheat entitled to a term attendant, III. 416
- not barred by fine, V. 182

TRUSTS—*continued*.

Trustees, their interest and power:

who may be, I. 403

the king or a corporation may be, *ib.*

who cannot be by operation of law. See *Resulting Trusts, supra*.

who are bound to execute a trust, 403, 404

estates of trustees, what, and how different from those of feoffees to uses, 447

cannot incumber the estate, *ib.*

when unknown or out of jurisdiction the court of chancery will appoint a person to convey, IV. 18. V. 119

being infants the court of chancery may direct them to convey, I. 449. IV. 17. V. 128. 350

duty of trustees, I. 448.

1. to permit *cestui que trust* to receive the profits, *ib.*

2. to execute such conveyances as the *cestui que trust* shall direct, *ib.*

3. to defend the title to the land in any court, *ib.*

previously to stat. 4 & 5 Will. 4. c. 23. forfeited estate by attainder for

felony, but *cestui que trust* would be relieved in equity, I. 447

and for treason, 448. Qu. whether *cestui que trust* had remedy against the crown, *ib.*

dying without heirs, previously to the above statute, the trust escheated, *ib.*

but the lord by escheat was bound to execute the trust, *ib.* 390.

III. 418. App. VII. 4

only bound to re-convey to *cestui que trust* where the whole of the trust belongs to him, I. 449

infant trustees may convey, *ib.* IV. 17

married women trustees may disclaim, where, App. VII. 12, 13 cannot defeat a charge upon the estate, by any voluntary act, II. 344

no act of, shall prejudice the *cestui que trust*, I. 449. V. 180. and see Tit. XXXV. c. 14

exceptions for conveyance or mortgage, by trustee in possession to purchaser, without notice of the trust, I. 449, 450

effect of trustee levying a fine, V. 180

power of a trustee to sell for payment of debts, as to the quantity of land to be sold, I. 452, 453. See *Purchaser*.

clause to enable a trustee to sell, to give a proper receipt or discharge for the purchase money, 454

Qu. Whether they may grant leases, without a power for that purpose, IV. 69

have equal power and interest, I. 455

must all join in conveyances and receipts, *ib.*

but a trustee who has disclaimed, need not, *ib.*

TRUSTS—*continued.*

Trustees, their interest and power :

are usually made accountable only for what money each actually receives, I. 455

clause of indemnity for that purpose, *ib.*

can derive no benefit from the trust, *ib.*

but may release or compound a debt for its benefit, *ib.*

bound to reimburse the *cestui que trust*, *ib.*

trustee concealing a breach of trust by his co-trustee becomes liable to it, *ib.*

are but as simple contract debtors to *cestui que trust*, 456

remedy against, for breach of trust, 455, 456

have no allowance for trouble, 456.; exception, *ib.*

nor is agreement to remunerate binding upon *cestui que trust*, *ib.*

are allowed full costs and expenses, 457

unless improperly incurred, *ib.*

seldom permitted to purchase the trust estate, 457—459

devisee of a lease in trust for benefit of an infant, cannot, after a renewal refused in favour of the infant, take a new lease for his own benefit, 396, 397

refusing to act, must release or disclaim by deed, 460

may be discharged by the court of chancery, which will appoint others, or execute the trust, *ib.*

clause for appointing a new trustee, *ib.*

if not duly executed, retiring trustee continues liable, *ib.*

alienee of, with notice of the trust, is liable to the same trust, II. 286

equity declares cognizees of fines, who have notice of fraud, trustees for the defrauded persons, V. 180. 252—254

bill in equity avoided a fine levied of a trust estate, 243. 260

distinction between the purchase of an incumbrance by a trustee and by a stranger, II. 187, 188

trustees of Roman Catholics cannot present to livings, III. 21

not bound to enter into any covenants, except that they have done no act to incumber, IV. 389

where a fine levied by a trustee was void, as against the *cestui que trust*, V. 254

a change of trustees is not a revocation of a devise, VI. 107

by what words the estate of a trustee will pass in a devise 202—204

Cestui que trust, interest and powers of :

in possession, is considered at law as tenant at will to trustee, I. 381

has a remedy against trustee upon his alienation, 404

when entitled to a conveyance of legal estate by trustee, 449

TRUSTS—*continued*.

Cestui que trust, interest and powers of :

if in tail, might call for a conveyance, and then suffer a recovery,
I. 449. V. 384, 385

feoffment by *cestui que use* to purchaser before fine levied, 300

conveyance of equitable estate by, I. 407. 417. 449

privity of estate between, and trustee, not necessary, 406

is seised in consideration of equity, *ib*.

guilty of treason, forfeits his estate, 342. 411, 412

guilty of felony does not, 412

for life levying a fine did not forfeit his estate, 407. V. 221

in tail, might bar his issue by fine, 180, 181

in case of an advowson may nominate, III. 3

but trustee must present, 20

how far may be prejudiced by a trustee, as by his attainder, or
wrongful conveyance, &c. I. 449. 450. V. 254

has option of re-sale, when trustee fairly purchases the trust
estate, I. 458, 459

trustees must reimburse him, 455

is but as a simple contract creditor of the trustees, 456

he cannot destroy contingent remainders, II. 286

how far he might bar his estate by fine, V. 180, 181. See *supra*.

how affected by a fine levied by a stranger, 179, 180

might make a good tenant to the præcipe to suffer an equitable
recovery, 384

might suffer an equitable recovery, without his trustees joining,
ib. 385

TURBARY, common of, III. 70

TURNIPS titheable, 43

U. V.

VALVASORES, what, I. 21

VASSAL. See *Lord and Vassal*.

VASSUS, I. 7

VENDOR AND PURCHASER,

covenants for title. See *Deed*.

situation of, on entering into a contract for buying a real estate,
I. 391

heir how to complete purchase after death of contracting ancestor,
II. 143

VETCHES, when titheable, III. 41

VICARS,

- how restrained from waste, I. 130, 131
- entitled to tithes by endowment or prescription, III. 47
- may be barred during their own lives, by fine and non-claim, V. 200. 224

VILLENAGE,

- tenure in, I. 48. See *Tenures*.
- pure villenage, 21. 42
- villein socage, 21. 43
- no seisin of lands held in, 49

VISCOUNT, origin of this title, III. 124**UNBORN PERSONS,**

- may have estates for life limited to them, IV. 350, and a vested remainder limited thereon, *ib.*
- no estate can be limited to their issue as purchasers, *ib.*

UNCERTAINTY,

- will make a deed void, IV. 246
- what kind of uncertainty will make a remainder contingent, II. 209
- a devise may be void for uncertainty, VI. 133. but an uncertain person may be a devisee, 15

UNDERLEASE,

- is not within a condition, "that the lessee shall not assign over his lease without the lessor's permission," II. 8
- but parol licence, by lessor to lessee, to under-let part of demised premises, does not discharge him from proviso in lease, "that he should not set, let, or assign any part of the premises without licence in writing," 9.
- distinguished from assignment of term, IV. 67. 88

UNDERTENANTS,

- not liable to the covenants of their lessors, IV. 374

UNDERWOOD,

- may be cut by tenant for life, I. 117
- may be granted by copy of court roll, 264
- is titheable, III. 41

UNION OF ESTATES. See *Merger*.**VOLUNTARY CONVEYANCES,**

- are fraudulent as against purchasers, I. 205
- when fraudulent under the statutes 13 and 27 Elizabeth, IV. 424, 425. 432

VOUCHER. See *Recovery*.**USES,**

- origin of, I. 330, 331
- before the statute, 27 Hen. 8. c. 10.
- defined by Plowden and Bacon, 336—338

USES—continued.

before the stat. 27 Hen. 8. c. 10.

legal estate was in feoffees to uses, and subject to their incumbrances, I. 338

pernancy of the profits by *cestui que use*, execution of estates to *cestui que use*, or his appointee, and defence of the title of the land by the feoffee to uses, are the three points of a trust or use, ib.

the word "*use*" originally synonymous with "*trust*," 381

was (*quoad* the *cestui que use*) a right in equity to the profits of land, the legal seisin of which is in another, 330. 338

manner in which they were created, 331

became general in the reign of Edw. 3. to avoid the statutes against mortmain, ib.

were taken from the *fidei commissum* of the civil law, ib.

account of the *fidei commissum*, ib.

cestui que use was the *hæres fidei-commissarius*, 333

the feoffee to uses was the *hæres fiduciarius*, 332

jurisdiction assumed by the chancellors to compel the execution of a use, 333

inadequate when the uses were declared verbally only, ib.

Subpœna,

writ of, invented to remedy this inconvenience, ib.

confirmed, and its abuses restrained by statute, 334, 335

lies against heirs of feoffees, and all who come in in the *per*, 338, 339

Nature of uses previous to statute 27 Hen. 8., 336

distinguished from trusts before that statute, 346

a use being neither a *jus in re* nor *ad rem*, but a *fiducia*: viz. neither an estate nor a demand, but a trust or confidence, is a right in conscience only, ib. 337

a use differs from an estate or possession *potius secundum rationem fori quam secundum naturam rei*, 337—340

reason why *cestui que use* had by common law no property in the lands conveyed to his use, 337

a use was collateral to the land, and only annexed to a particular estate of the feoffees therein, not to their mere possession, 338, 339

lands cannot be charged with a use, IV. 100

estate of feoffee to uses was absolute at common law, I. 337

estate of *cestui que use* was only at sufferance, though he was generally in possession of the lands, ib.

chancery at first only compelled payment of the rents, &c. to the *cestui que use*, ib.

it then ruled that he might call on the feoffees to uses to convey the legal estate to himself or his appointee, and to defend the title to the land, ib. 338

USES—*continued.*

Circumstances necessary to the execution of a use, were confidence in the person and privity of estate, I. 338, 339

1st. confidence in the person: was the trust reposed in the feoffees which arose from the notice given them of the use, and of the persons intended to be benefited by the feoffment, 338, 339

notice of the use was expressed or implied, 338

heirs or feoffees of feoffees, to uses when compellable to execute the use after such notice, and when not, 338, 339

2d. privity of estate

was absolutely necessary to the execution of a use, and why, *ib.*

was destroyed by disseisin of the feoffee to uses, *ib.*

or by his death without heirs, committing a forfeiture or marrying, 340

and disseisor could not be compelled to execute the use, 339, 340. III. 407, 408

Who might be seised to a use, and compellable in chancery to execute it,

all private persons who might take lands by feoffment, I. 340

feme coverts and infants though under years of discretion, *ib.*

not a corporate body, and why, *ib.*

nor the king or queen regnant, *ib.*

except to their own use, *ib.*

nor the queen consort, *ib.* 341

What might be conveyed to uses before the statute:

nothing whereof the use was inseparable from the possession,

e. g. annuities, ways, commons, &c. 341

corporeal inheritances and incorporeal hereditaments *in esse*;

e. g. rents, advowsons in gross, local liberties and franchises, *ib.*

Rules by which uses were governed were derived from civil law, *ib.*

could not be raised without a sufficient consideration, *ib.*, nor a use on a use, IV. 112, I. 381

as to consideration on which a use can or cannot be raised. See

Bargain and Sale, Covenant to stand seised, Lease and Release, Declarations of Uses.

were not objects of tenure, I. 341

and thus not liable to reliefs, wardships, or marriages, *ib.*

nor subject to forfeiture for treason or felony, 342

did not escheat to the lord on death of *cestui que use* without

heirs, *ib.* III. 402, 412

were not extendible or assets, I. 342

were not subject to curtesy or dower, *ib.* 164

which was the origin of jointure, 342

USES—continued.

were alienable, though mere choses in action at common law,
I. 342

by any species of deed without technical words of limitation, ib.
343. IV. 98, 99

by the *cestui que use* in possession of the land without concurrence of the feoffees, I. 343

conveyance to a use was only publication of a trust, ib.

might be limited to persons not parties to the deed which raised the use, ib.

might be limited to commence *in futuro*, ib.

were revocable by grantor, who might thereupon limit new uses to other persons, ib.

might change from one person to another by matter subsequent, ib.

were devisable, though lands at that time were not, 344

were descendible as legal estates at common law, or by local custom, ib.

half blood could not inherit, ib.

Inconveniences of uses, ib. 345

statutes made (before 27 H. 8.) to remedy them, 345

statute 27 H. 8. c. 10. of Uses :

recited, I. 348, 349

object of, 349

uses when ceased to be devisable, ib.

Circumstances necessary to its operation ;

I. a person seised to the use of some other person, ib.

who may be seised to a use, ib.

not the king or queen, an alien or corporation, 349, 350

of what estate a person may be seised to a use, 350

an estate tail, ib.

an estate for life, 353

a remainder, IV. 100

what may be conveyed to uses,

corporeal and incorporeal hereditaments, I. 353

tithes impropriate, III. 49

rents, 294

not copyholds, I. 354. 397

the person conveying to uses must be seised at the time, 353

the feoffee supposed by some to have a *scintilla juris* in the case of contingent uses, II. 282

Qu. whether feoffee or *cestui que use* has a right to the title deeds, IV. 117

II. a *cestui que use in esse*, I. 349, 354

who may be one, 354

corporation or the king may, ib.

what estate he may have, ib. 355

USES—*continued.*

Statute 27 H. 8. c. 10. of Uses :

circumstances necessary to its operation,

acquires an actual legal seisin or possession, I. 358

Qu. whether entitled to custody of deeds, IV. 117

III. a use *in esse* in possession remainder or reversion, I. 349.
358

may be created by declaration, or result, or arise by implication, 358

In what cases the statute operates,

not where the party seised to the use. and the *cestui que use*, is one person, 354

for there being no use limited separately from the estate, both go together, 355

thus *habendum* to two persons to the use of them and the heirs of their bodies is an estate tail, 354—357

cases in which the same person may be seised to a use, and also be *cestui que use*, 357

effect of the statute in transferring the actual seisin and possession in fact to the *cestui que use*, without livery of seisin, entry, or attornment, 358. 366. IV. 113

clause for saving all former estates, I. 358

construction of the statute, 362

there cannot be a use upon a use, 381

words of limitation made necessary in conveyances to uses, 363

right of entry by operation of the statute, III. 287

terms for years vested in feoffees to uses are saved from merger, I. 358, 359. VI. 489

Conveyances derived from the statute of uses :

bargain and sale, I. 365, 366, IV. 98

covenant to stand seised, I. 365, 366. IV. 106.

declaration of uses, I. 365, 366. IV. 125. 127. See *Declarations of Uses*.

what conveyances are said to operate with or without transmutation of possession, I. 367—369. n. (b) IV. 97

whether a devise to uses is operated on by the statute, I. 367—370

Contingent uses,

must arise from the estate of the feoffees, &c. II. 267

why only allowed, and how construed, ib.

are transmissible by descent to heirs, and assignable, 331—333

upon what contingency may be limited, IV. 345

trustees are not necessary to support limitations which are only contingent trusts, II. 286

Springing uses,

not so construed when they can take effect as a remainder, 237. 263

USES—*continued.*

Springing uses :

grant of freehold at common law to commence *in futuro* void,
but good by way of springing use, II. 264, arise out of
what seisin, *ib.*

may be limited on what contingency, IV. 345

whether can be limited in surrenders of copyhold, V. 472

Shifting or secondary uses,

are uses limited so as to change by matter *ex post facto*, II.
264

contingency on which they may be limited, IV. 345

Contingent, springing, and shifting uses,

destroyed by,

divesting the seisin of the feoffees, II. 277, 278

devise of the land, 278

not destroyed by

devise of portions out of land, *ib.*

lease for years, 279

grant of rent charge, *ib.*

fine levied of the estate, V. 232

Uses arising on the execution of powers,

and thus revoking former limitation of a use, I. 363, 364

must be such as would have been good in the original deed, 364,

365. IV. 346

Resulting uses,

what is not disposed of, results or remains in grantor, I. 370,
371. 374. IV. 246

unless the estate be limited away during the grantor's life, I. 372

the use results according to the estate which the parties have in
the land, and cannot be inconsistent therewith, 373

previously to stat. 3 & 4 Will. 4. c. 106. where the use declared
was the same as would have resulted, the declaration was
void, 373, 374

Qu. if a use results in the case of a lease and release, and no
declaration, *ib.* IV. 116

a use cannot result to any person but the original owner of the
land, I. 374, 375

nor can a use result against the intent of the parties, 375

the intent of the parties may be proved by parolevidence, *ib.* 392

nor which is inconsistent with the estate limited, 376

use results on the passing of an estate in fee simple only, *ib.*

and not on grant of estate tail, or for life or years, *ib.*

nor on a grant by a tenant for life or years, 377

nor on a devise, *ib.* 378

what use resulted to tenant in tail on suffering a recovery or fine,
378, 379

when rebutted by parolevidence, 375. 392

USES—*continued.*

Resulting uses :

resulting use will support a remainder limited by way of use, II.
261

deeds to lead uses, I. 367. IV. 120

deeds to declare uses, I. 367. IV. 120. 125

uses by implication,

cannot be implied to any one but the original owner, I. 374,
375. IV. 246

construction of conveyances to uses, 257

USURY,

usurious deeds are void, 409, 410

a fine might be avoided by averment of usury, V. 252

W.**WAIFS, III. 258****WALES, Court of Great Sessions in,**

fines might be levied in it, V. 104

justices of, might take acknowledgments of fines, 114

how fines levied there might be reversed, 235

recoveries might be suffered there, 339

WARDSHIP, I. 26**WARRANT OF ATTORNEY,**

to acknowledge a judgment, origin of, II. 43

to suffer a recovery, V. 312, 313. *See Recovery.***WARRANTY in a Deed. *See Deed.***

abolished, I. 79

was implied by law in an exchange, IV. 76. 357

and in a partition, 77. 358

estate of freehold necessary to support, 355

previously to the late statute entail might be barred by, I. 92

implied in an assignment of dower, 172

all fines had an express warranty annexed, V. 78

effect of a fine with, in barring an estate tail, 169

effect of a collateral warranty in a fine, *ib.*

barred no estate, unless divested out of the real owner, 224. 225

WARREN, beasts and fowls of, III. 249. 253**WASTE,**

statutes of Marlbridge and Gloucester against, I. 119, 120

is either voluntary or permissive, 115

malicious, is termed equitable waste, why, 128, 129

writ of abolished, 120

exception, 244

WASTE—continued.

remedy by action of trespass, given to and against executors for waste, &c. by and against their testators, I. 121

Voluntary waste :

felling or topping timber, or stubbing up young shoots, 115—
117

pulling down houses, 117, 118

opening new pits or mines, 118

changing the course of husbandry, *ib.*

destroying heir looms, as deer, fish, &c. 119

Permissive waste :

in what consists, *ib.* 230

waste by act of God is excusable, 119

in consequence of waste or injury by act of God, *ib.*

Action for waste, *ib.*

what shall be recovered in, 120

barred at law by a recovery, II. 319

previously to stat. 3 & 4 Will. 4. c. 42., died with the person,
321. I. 121

lay by the person who had the immediate reversion or remainder
in fee or in tail against,

a tenant for life, 120

who may bring action for waste against a tenant for life, *ib.*

a tenant for years, 120. 231

by one joint tenant against his companion, II. 377

between tenants in common, 400

not against tenant at will, I. 244

nor by trustees to preserve contingent remainders, II. 307.,
and see I. 121

no costs to plaintiff in, 120

Action on the case in the nature of waste,

preferable to action of waste, and lies by whom, *ib.* 121

by whom may be brought, *ib.*

costs recoverable in, *ib.*

bill for, against representatives of deceased tenant for life, when
maintainable, 121

Injunction to stay waste :

how grantable in general, *ib.*

granted in favour of trustees to preserve contingent remainders,
ib. 122. II. 308, 309

and of an infant *in ventre sa mere*, I. 123. II. 309

and in case of an intermediate remainder for life, II. 301, 302

pendente lite, I. 122

before actually committed if intention appears, *ib.*

bond by tenant in tail not to commit waste, is void, II. 6, 7

WASTE—continued.

- clause without impeachment of, I. 127
- how it affects a tenant for life, *ib.* 128
- does not extend to malicious waste, 128, 129
- is annexed to the privity of estate, 130. See *Estate for Life*.
- how it affects a tenant for years, 233

Partial powers of committing waste, 130 .

Who may commit waste :

- a tenant in tail, 74
- a tenant in tail after possibility, 136
- a jointress to supply a deficiency, 200
- a mortgagee in possession—in what cases, II. 86

Who are disabled from committing waste :

- tenants for life, I. 116. See *Estate for Life*.
- ecclesiastics, 114, 130, 131
- tenants by curtesy, 150
- and in dower, 166
- a tenant at will, 244.—but no action of waste lay against him, *ib.*
- copyholders, 281, 282, 310
- a mortgagor in possession, II. 81

A court of equity,

- will restrain a tenant for life and for years, in what cases, I. 121, 122, 231
- will restrain the committing of malicious waste, 128, 129
- will not restrain a copyholder from committing waste, 281, 282, 310
- will restrain a mortgagee from committing waste, in what cases, II. 86
- and will stay waste in favour of an unborn child, 309
- will, in the case of an executory devise, prevent the tenant in possession from committing waste, VI. 427
- donee in tail may commit, I. 74
- a bond from a donee in tail not to commit waste held void, 75, II. 6, 7

writ of, and action for, when committed by tenants of estates by statute merchant, staple, or elegit, 55

- waste committed by one joint tenant will make all liable, 377
- a joint tenant has a remedy against his companion, *ib.*

WASTE

Of a manor :

- when grantable by copy of court roll, I. 263

WASTES AND BARREN LANDS,

- when improved are not titheable for seven years, III. 45, 46

WATER,

- grant of, in a deed, only passes a right of fishing, IV. 268
- aliter* if “acres of land covered with water,” or “*stagnum*,” are the words used, *ib.*

WAYS,

- are incorporeal hereditaments, III. 2.
- nature of a right of way, 85
- private way, *ib.*
- could not be conveyed to uses before stat. 27 Hen. 8., I. 341
- but a right of way *in esse* will now pass by bargain and sale,
IV. 100
- A right of way may be claimed by,
 - prescription, III. 86
 - grant, *ib.*
 - twenty years' enjoyment, 87
 - operation of law, *ib.*
- A right of way :
 - how may be defeated, 86. n.
 - how may be used, 88
 - cannot be divested, 89. V. 228
 - may be extinguished by unity of possession, III. 90.
 - Qu. whether it may be revived, *ib.* 91
 - included in a right of wreck, 259, 260
 - who are bound to repair a way, 89, 90
 - could not be barred by fine, V. 228, 229

WELSH MORTGAGES, II. 69. 118

not liable to foreclosure, 198

WIDOW,

- continuing in possession, is considered as guardian in socage to
the heir, I. 50
- of a copyholder, entitled to freebench, 284, 285. See *Freebench.*
- as to her right of dower. See *Dower.*
- a condition that she shall not marry is good, II. 22

WIFE is a good name of purchase, IV. 262. See *Married Women.*

WILL. See *Devise.*

WITNESSES,

- of a deed, not presumed to be privy to its contents, II. 170
- attestation of a will by witnesses, VI. 49. See *Devise.*
- who may be witnesses to a will, 60
- becoming blind, handwriting may be proved, IV. 31

WOAD,

titheable, III. 39

WOMEN,

- attainted, are barred of dower, I. 175
- stolen, cannot claim dower, 159. 175
- may hold certain offices, III. 105
- marriage is a revocation of a woman's will, VI. 92. See *Powers.*

WOOD, a great tithe, III. 39

WOOL titheable, III. 45

WRECKS, III. 259. See *Franchise*.

WRIT,

- of *venire ad computandum*, II. 55. 61
- of *scire facias ad rehabendum terram*, 60
- of deceit. See *Deceit*.
- of right, close, I. 267. III. 431
 - does not lie for a donee, 436
- original, of a fine, V. 71
- of *dedimus potestatem*, 107
- of false judgment, to reverse a fine, 242
- of error, to reverse a fine, 234. 247
- of deceit, to reverse a fine, 240
- and see *Fine*.
- of deceit, to reverse recovery, 439
- of false judgment to reverse a recovery, 440
- of entry, to suffer a recovery, 272
- de dedimus potestatem attornato faciendo*, 313
- of *summoneas ad warrantizandum*, 317
- of error to reverse a recovery, 424
- of *habere facias seisinam*, 332
- and see *Recovery*.
- writs abolished, see stat. 3 & 4 Will. 4. c. 27

WRITING,

- essential to a deed, IV. 24
- and to a devise, VI. 47

Y.

YEARS,

- estate for. See *Estate*.
- mortgage for. See *Mortgage*.
- lease for. See *Lease*.
- bargain and sale for. See *Bargain and Sale*.

THE END.

